

AMENDED IN SENATE JUNE 12, 2014

AMENDED IN ASSEMBLY MAY 14, 2014

AMENDED IN ASSEMBLY MAY 5, 2014

AMENDED IN ASSEMBLY APRIL 22, 2014

CALIFORNIA LEGISLATURE—2013–14 REGULAR SESSION

## **ASSEMBLY BILL**

**No. 2747**

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**Introduced by Committee on Judiciary (Assembly Members  
Wieckowski (Chair), Alejo, Chau, Dickinson, Garcia, Muratsuchi,  
and Stone)**

March 4, 2014

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An act to amend Sections 56.06, 1633.3, 1936, and 1942.2 of the Civil Code, to amend Sections 415.46, 1174.25, 1174.3, 1501.5, 1571, 1987, and 2025.510 of the Code of Civil Procedure, to amend Sections 912, 917, and 1038.2 of the Evidence Code, to amend Sections 504 and 2251 of the Family Code, to amend Sections 831.7, 8214.15, 60371, 68085.1, 68631, and 68632 of, to add Sections 6103.13 and 68631.5 to, and to repeal Section 1456 of, the Government Code, to amend Section 1569.698 of the Health and Safety Code, to amend Section 11163.3 of the Penal Code, to amend Sections 1811, 1812, 1813, 2356.5, and 6401 of the Probate Code, to amend Section 21189.2 of the Public Resources Code, and to repeal Chapter 4.2 (commencing with Section 10830) of Part 2 of Division 9 of the Welfare and Institutions Code, relating to civil law.

### LEGISLATIVE COUNSEL'S DIGEST

AB 2747, as amended, Committee on Judiciary. Civil law: omnibus bill.

(1) Existing law, the Uniform Electronic Transactions Act, generally allows parties to contract to conduct transactions by electronic means and imposes specified requirements on electronic transactions. That act does not apply to specific transactions, including a transaction regarding security for a rental agreement for residential property that is used as the dwelling of the tenant.

This bill would remove those security transactions from the list of transactions to which the Uniform Electronic Transactions Act does not apply.

(2) Existing law governs contracts between vehicle rental companies and their customers. Existing law, until January 1, 2015, requires a rental company or its registered agent to accept service of a summons and complaint and any other required documents against a renter who resides out of this country for an accident or collision resulting from the operation of the rental vehicle in this state, if the rental company provides liability insurance coverage as part of, or associated with, the rental agreement. Existing law requires any plaintiff who elects to serve the foreign renter by delivering the summons and complaint and any other required documents to the rental company pursuant to these provisions to agree to limit his or her recovery against the foreign renter and rental company to the limits of the protection of the liability insurance.

This bill would extend these requirements until January 1, 2020.

(3) Existing law governs the obligations of tenants and landlords under a lease or tenancy. Existing law authorizes a tenant who has made a payment to a public utility or publicly owned utility to deduct the amount of the payment from the rent when due, as specified.

This bill would additionally authorize a tenant who has made a payment to a district for public utility service to deduct the amount of the payment from the rent when due, as specified.

Existing law provides that whenever a district, as defined, furnishes residential light, heat, water, or power through a master meter, or furnishes individually metered service in a multiunit residential structure, mobilehome park, or farm labor camp where the owner, manager, or farm labor employer is listed by the district as the customer of record, the district is required to make every good faith effort to inform the actual users of the services, by means of a specified notice, when the account is in arrears, that service will be terminated at least 10 days prior to termination and further provides for the district to make service

available to actual users who are willing and able to assume responsibility for the entire account.

This bill would additionally require a district to provide that notice to actual users in a single-family dwelling. The bill would require that the notice be written in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean. The bill would instead provide for the district to make service available to actual users who are willing and able to assume responsibility for subsequent charges to the account. By imposing on special districts additional requirements regarding termination of residential utility service, the bill would impose a state-mandated local program.

(4) Existing law generally provides, in an unlawful detainer action, that if an owner or owner's agent has obtained service of a prejudgment claim of right to possession, as specified, no occupant of the premises, whether or not that occupant is named in the judgment for possession, may object to the enforcement of the judgment against that occupant by filing a claim of right to possession as prescribed. Existing law provides, in any action for unlawful detainer resulting from a foreclosure sale of a rental housing unit pursuant to specified provisions, that the above provisions regarding objection to the enforcement of a judgment do not limit the right of a tenant or subtenant to file a prejudgment claim of right of possession or to object to enforcement of a judgment for possession by filing a claim of right to possession, regardless of whether the tenant or subtenant was served with a prejudgment claim of right to possession, as specified. Existing law includes the forms for claim of right to possession and for service of a prejudgment claim of right to possession.

This bill, with regard to the foreclosure sale provision in existing law, would make conforming changes to statutory provisions and statutory forms regarding claim of right to possession and prejudgment claim of right to possession.

(5) Existing law, known as the Unclaimed Property Law, provides for the escheat to the state of, among other property, certain personal property held or owing in the ordinary course of the holder's business. Existing law declares the intent of the Legislature to adopt a more expansive notification component as part of the unclaimed property program that has a waiting period of not less than 18 months from delivery of property to the state prior to disposal of any unclaimed property deemed to have no commercial value. The Unclaimed Property Law also vests the Commissioner of Financial Institutions with full

authority to examine the records of any banking organization and any savings association doing business within this state for the purposes of determining compliance pursuant to its provisions.

This bill would modify the declaration of legislative intent to provide for a 7-year waiting period from delivery of property to the state prior to the disposal of unclaimed property. The bill would also update an obsolete reference.

(6) Existing law requires personal service, with certain exceptions, of a subpoena requiring the appearance of a witness. The appearance of a party or an officer, director, or managing agent of a party, however, may be compelled by written notes in lieu of a subpoena.

This bill would also permit the appearance of an employee of a party to be compelled by written notices to the party employing the witness in lieu of personally serving the employee with a subpoena.

(7) Existing law requires the party noticing a deposition to bear the cost of stenographically transcribing the deposition, unless the court, on motion and for good cause shown, orders that the cost be borne or shared by another party. Existing law provides that any other party or the deponent is authorized to obtain a copy of the transcript at the expense of that party or deponent. Existing law requires the requesting attorney or party appearing in propria persona to timely pay the deposition officer or the entity providing the services of the deposition officer for the transcription or copy of the transcription and any other requested deposition product or service, as defined.

This bill would, unless the parties agree otherwise, require a party or a party's attorney who disputes the reasonableness of fees charged by a deposition officer or an entity providing the services of a deposition officer for a deposition transcription or copy of a transcription, or any other deposition product or service, as specified, to file an independent civil action to determine the reasonableness of the fees charged.

(8) Existing law governs the admissibility of evidence in court proceedings and permits a person to claim an evidentiary privilege for confidential communications between that person and a specified individual, including, but not limited to, a lawyer, physician, clergy member, sexual assault counselor, and domestic violence counselor, among others, and the communication is presumed to have been made in confidence with the burden lying with the opponent of the claim of privilege to rebut the presumption. Existing law also recognizes a lawyer referral service-client privilege and a human trafficking caseworker-victim privilege, but does not extend the presumption of

confidentiality to communications between those parties. Existing law provides that the right to claim the evidentiary privilege for confidential communications is waived if any holder of the privilege has, without coercion, disclosed a significant part of the communication or consented to disclosure of the communication, as specified.

This bill would provide that the communications made between a client and a lawyer referral service, and between a victim and a human trafficking counselor, are also presumed to be confidential, such that the opponent of the privilege would have the burden to rebut the presumption. The bill would also provide that the evidentiary privilege for confidential communications made between a victim, as defined, and a human trafficking counselor are presumed to have been made in confidence, and would apply the above-described waiver provision to the disclosure of those communications. The bill would also make technical, nonsubstantive changes to these provisions.

(9) Existing law authorizes the county clerk to issue a confidential marriage license upon the personal appearance together of the parties to be married, except as specified, and their payment of certain fees. Existing law provides that a confidential marriage license is valid only for a period of 90 days after its issuance by the county clerk and requires that it be used only in the county in which it was issued.

This bill would delete the requirement that a confidential marriage license only be used in the county in which it was issued.

(10) Existing law specifies the circumstances under which a marriage is void or voidable. Existing law requires a court, if a determination is made that a marriage is void or voidable and either party believed in good faith that the marriage was valid, to declare the party or parties to have the status of putative spouse and to divide the property that would have been community property if the marriage was valid as if it were community property.

This bill would prohibit the court from making these declarations or orders unless the party or parties that believed in good faith that the marriage was valid request the court to do so.

(11) Existing law governs the tort liability and immunity of, and claims and actions against, a public entity. Existing law provides that neither a public entity nor a public employee is liable to a person who participates in a hazardous recreational activity, defined to include, among other things, bicycle racing or jumping and mountain bicycling.

This bill would include bicycle motocross within the definition of a hazardous recreational activity.

(12) Existing law requires the official bond of the Secretary of State to be filed in the office of the Treasurer after it is recorded.

This bill would repeal that provision.

(13) Existing law exempts the state, any county, city, district, or other political subdivision, any public officer or body, acting in his or her official capacity on behalf of the state, county, city, district, or other district or other political subdivision, from paying or depositing any fee for the filing of any document or paper, for the performance of any official service, or for the filing of any stipulation or agreement which may constitute an appearance in any court by any other party to the stipulation or agreement, except as specified.

Existing law requires the property of a decedent's estate to be appraised by a probate referee, the personal representative of the estate, or an independent expert, as specified. Existing law provides that, upon designation by the court, a probate referee has all the powers of a referee of the superior court.

This bill would exempt a probate referee acting in his or her official capacity and who performs any act authorized or required pursuant to the Probate Code from paying or depositing specified fees in any proceeding that may constitute an appearance by a party to a legal proceeding, except as specified.

(14) Existing law authorizes the Secretary of State to appoint and commission notaries public in such number as the secretary deems necessary for the public convenience. Existing law authorizes the secretary to refuse to appoint any person as notary public or to revoke or suspend the commission of any notary public upon specified grounds. Existing law also makes specified violations by a notary public punishable by a civil penalty not to exceed \$750 or \$1,500.

This bill would make a willful failure by a notary public to discharge fully and faithfully any of the duties or responsibilities of a notary public punishable by a civil fine not to exceed \$1,500.

(15) Existing law requires the court to grant a fee waiver to an applicant at any stage of the proceedings at both the appellate and trial court levels if the applicant meets specified standards of eligibility and application requirements, including a person who is receiving certain public benefits, such as Supplemental Security Income. An initial fee waiver excuses the applicant from paying fees for the first pleading or other paper, and other court fees and costs, unless the court orders the applicant to make partial payments, as specified.

This bill would authorize the court, upon the establishment of a conservatorship or guardianship, to collect all or part of any fees waived from the estate of the conservatee or ward if the court finds that the estate has the ability to pay the fees, or a portion thereof, immediately, over a period of time, or under an equitable agreement, without using moneys that normally would pay for the common necessities of life for the applicant and the applicant's family. This bill would provide, for the purposes of these provisions for fee waivers, that an "applicant" is deemed to be a conservatee, ward, or person for whom a conservatorship or guardianship is sought, and "petitioner" is deemed to be the conservator, guardian, or person or persons seeking to establish the conservatorship or guardianship. This bill would permit a person who files a petition for appointment of a fiduciary in a guardianship or conservatorship, or files pleadings as the appointed fiduciary of a conservatee or ward, when the financial condition of the conservatee or ward meets the standards for a fee waiver, to proceed without paying court fees and costs. This bill would also clarify that assessments for specified court investigations for the establishment of a conservatorship or guardianship are included as court fees and costs to be excused under an initial fee waiver.

(16) Existing law authorizes a county to establish an interagency domestic violence death review team to assist local agencies in identifying and reviewing domestic violence deaths, and authorizes the confidential disclosure by an individual or agency of written or oral information, including those that are subject to the evidentiary privilege for confidential communications, as specified.

This bill would authorize the confidential disclosure of communications protected by the human trafficking caseworker-victim privilege. The bill would also revise a cross-reference in this provision.

(17) Existing law governs the disposal of a decedent's estate by intestate succession and declares that the surviving spouse or surviving domestic partner is entitled to a specified share of the decedent's separate property that is not effectively disposed of by will.

This bill would delete the reference to a surviving domestic partner from this provision.

(18) The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the



project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment.

CEQA establishes procedures for creating the administrative record and judicial review procedure for any action or proceeding brought to challenge the lead agency's decision to certify the EIR or to grant project approvals.

The Jobs and Economic Improvement Through Environmental Leadership Act of 2011 establishes, until January 1, 2017, alternative procedures for creating the administrative record and specified judicial review procedures for the judicial review of the EIR and approvals granted for a leadership project related to the development of a residential, retail, commercial, sports, cultural, entertainment, or recreational use project, or clean renewable energy or clean energy manufacturing project. The act authorizes the Governor, upon application, to certify a leadership project for streamlining pursuant to the act if certain conditions are met. The act requires the Judicial Council to report to the Legislature on or before January 1, 2015, on the effects of the act, including specific information on benefits, costs, and detriments.

The bill would require instead that the Judicial Council report to the Legislature on or before January 1, 2017, on the effects of the act on the administration of justice.

(19) Existing law requires each county to provide cash assistance and other social services to needy families through the California Work Opportunity and Responsibility to Kids (CalWORKs) program using federal Temporary Assistance to Needy Families block grant program, state, and county funds. Under the CalWORKs program, a county may make a restricted payment directly to a vendor when a recipient of homeless assistance benefits has mismanaged funds or has requested the restricted payment.

Existing law authorizes a county, or 2 or more counties, to implement 3-year CalWORKs demonstration projects to test alternative methods of service delivery, if the county receives approval from the Director of Social Services. Existing law also specifically authorizes the director to conduct a demonstration project in Kern County pertaining to restricted payments under the CalWORKs program. Existing law limits



the duration of this demonstration project to a period of not more than 3 years.

This bill would repeal the provisions authorizing that demonstration project in Kern County.

(20) The bill would also make technical, nonsubstantive changes to provisions relating to the courts, health facilities, and conservatorships.

(21) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: yes.

*The people of the State of California do enact as follows:*

1 SECTION 1. It is the intent of the Legislature in amending  
2 Sections 415.46, 1174.25, and 1174.3 of the Code of Civil  
3 Procedure to appropriately update statutory language and statutory  
4 forms to properly reflect the changes to law enacted by Assembly  
5 Bill 2610, Chapter 562 of the Statutes of 2012.

6 SEC. 2. Section 56.06 of the Civil Code is amended to read:

7 56.06. (a) Any business organized for the purpose of  
8 maintaining medical information, as defined in subdivision (g) of  
9 Section 56.05, in order to make the information available to an  
10 individual or to a provider of health care at the request of the  
11 individual or a provider of health care, for purposes of allowing  
12 the individual to manage his or her information, or for the diagnosis  
13 and treatment of the individual, shall be deemed to be a provider  
14 of health care subject to the requirements of this part. However,  
15 nothing in this section shall be construed to make a business  
16 specified in this subdivision a provider of health care for purposes  
17 of any law other than this part, including laws that specifically  
18 incorporate by reference the definitions of this part.

19 (b) Any business that offers software or hardware to consumers,  
20 including a mobile application or other related device that is  
21 designed to maintain medical information, as defined in subdivision  
22 ~~(g)~~ (j) of Section 56.05, in order to make the information available  
23 to an individual or a provider of health care at the request of the  
24 individual or a provider of health care, for purposes of allowing

1 the individual to manage his or her information, or for the  
2 diagnosis, treatment, or management of a medical condition of the  
3 individual, shall be deemed to be a provider of health care subject  
4 to the requirements of this part. However, nothing in this section  
5 shall be construed to make a business specified in this subdivision  
6 a provider of health care for purposes of any law other than this  
7 part, including laws that specifically incorporate by reference the  
8 definitions of this part.

9 (c) Any business described in subdivision (a) or (b) shall  
10 maintain the same standards of confidentiality required of a  
11 provider of health care with respect to medical information  
12 disclosed to the business.

13 (d) Any business described in subdivision (a) or (b) shall be  
14 subject to the penalties for improper use and disclosure of medical  
15 information prescribed in this part.

16 ~~SEC. 2.~~

17 *SEC. 3.* Section 1633.3 of the Civil Code, as amended by  
18 Section 16.5 of Chapter 605 of the Statutes of 2013, is amended  
19 to read:

20 1633.3. (a) Except as otherwise provided in subdivisions (b)  
21 and (c), this title applies to electronic records and electronic  
22 signatures relating to a transaction.

23 (b) This title does not apply to transactions subject to the  
24 following laws:

25 (1) A law governing the creation and execution of wills, codicils,  
26 or testamentary trusts.

27 (2) Division 1 (commencing with Section 1101) of the Uniform  
28 Commercial Code, except Sections 1206 and 1306.

29 (3) Divisions 3 (commencing with Section 3101), 4  
30 (commencing with Section 4101), 5 (commencing with Section  
31 5101), 8 (commencing with Section 8101), 9 (commencing with  
32 Section 9101), and 11 (commencing with Section 11101) of the  
33 Uniform Commercial Code.

34 (4) A law that requires that specifically identifiable text or  
35 disclosures in a record or a portion of a record be separately signed,  
36 including initialed, from the record. However, this paragraph does  
37 not apply to Section 1677 or 1678 of this code or Section 1298 of  
38 the Code of Civil Procedure.

39 (c) This title does not apply to any specific transaction described  
40 in Section 17511.5 of the Business and Professions Code, Section

1 56.11, 56.17, 798.14, 1133, or 1134 of, Section 1689.6, 1689.7,  
2 or 1689.13 of, Chapter 2.5 (commencing with Section 1695) of  
3 Title 5 of Part 2 of Division 3 of, Section 1720, 1785.15, 1789.14,  
4 1789.16, or 1793.23 of, Chapter 1 (commencing with Section  
5 1801) of Title 2 of Part 4 of Division 3 of, Section 1861.24, 1862.5,  
6 1917.712, 1917.713, 1950.6, 1983, 2924b, 2924c, 2924f, 2924i,  
7 2924j, 2924.3, or 2937 of, Article 1.5 (commencing with Section  
8 2945) of Chapter 2 of Title 14 of Part 4 of Division 3 of, Section  
9 2954.5 or 2963 of, Chapter 2b (commencing with Section 2981)  
10 or 2d (commencing with Section 2985.7) of Title 14 of Part 4 of  
11 Division 3 of, Section 3071.5 of, Part 5 (commencing with Section  
12 4000) of Division 4 of, or Part 5.3 (commencing with Section  
13 6500) of Division 4 of this code, subdivision (b) of Section 18608  
14 or Section 22328 of the Financial Code, Section 1358.15, 1365,  
15 1368.01, 1368.1, 1371, or 18035.5 of the Health and Safety Code,  
16 Section 662, paragraph (2) of subdivision (a) of Section 663, 664,  
17 667.5, 673, 677, paragraph (2) of subdivision (a) of Section 678,  
18 subdivisions (a) and (b) of Section 678.1, Section 786, 10113.7,  
19 10127.7, 10127.9, 10127.10, 10192.18, 10199.44, 10199.46,  
20 10235.16, 10235.40, 10509.4, 10509.7, 11624.09, or 11624.1 of  
21 the Insurance Code, Section 779.1, 10010.1, or 16482 of the Public  
22 Utilities Code, or Section 9975 or 11738 of the Vehicle Code. An  
23 electronic record may not be substituted for any notice that is  
24 required to be sent pursuant to Section 1162 of the Code of Civil  
25 Procedure. Nothing in this subdivision shall be construed to  
26 prohibit the recordation of any document with a county recorder  
27 by electronic means.

28 (d) This title applies to an electronic record or electronic  
29 signature otherwise excluded from the application of this title under  
30 subdivision (b) when used for a transaction subject to a law other  
31 than those specified in subdivision (b).

32 (e) A transaction subject to this title is also subject to other  
33 applicable substantive law.

34 (f) The exclusion of a transaction from the application of this  
35 title under subdivision (b) or (c) shall be construed only to exclude  
36 the transaction from the application of this title, but shall not be  
37 construed to prohibit the transaction from being conducted by  
38 electronic means if the transaction may be conducted by electronic  
39 means under any other applicable law.

(g) This section shall remain in effect only until January 1, 2019, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2019, deletes or extends that date.

~~SEC. 3.~~

*SEC. 4.* Section 1633.3 of the Civil Code, as added by Section 3 of Chapter 369 of the Statutes of 2013, is amended to read:

1633.3. (a) Except as otherwise provided in subdivisions (b) and (c), this title applies to electronic records and electronic signatures relating to a transaction.

(b) This title does not apply to transactions subject to the following laws:

(1) A law governing the creation and execution of wills, codicils, or testamentary trusts.

(2) Division 1 (commencing with Section 1101) of the Uniform Commercial Code, except Sections 1206 and 1306.

(3) Divisions 3 (commencing with Section 3101), 4 (commencing with Section 4101), 5 (commencing with Section 5101), 8 (commencing with Section 8101), 9 (commencing with Section 9101), and 11 (commencing with Section 11101) of the Uniform Commercial Code.

(4) A law that requires that specifically identifiable text or disclosures in a record or a portion of a record be separately signed, including initialed, from the record. However, this paragraph does not apply to Section 1677 or 1678 of this code or Section 1298 of the Code of Civil Procedure.

(c) This title does not apply to any specific transaction described in Section 17511.5 of the Business and Professions Code, Section 56.11, 56.17, 798.14, 1133, or 1134 of, Section 1689.6, 1689.7, or 1689.13 of, Chapter 2.5 (commencing with Section 1695) of Title 5 of Part 2 of Division 3 of, Section 1720, 1785.15, 1789.14, 1789.16, or 1793.23 of, Chapter 1 (commencing with Section 1801) of Title 2 of Part 4 of Division 3 of, Section 1861.24, 1862.5, 1917.712, 1917.713, 1950.6, 1983, 2924b, 2924c, 2924f, 2924i, 2924j, 2924.3, or 2937 of, Article 1.5 (commencing with Section 2945) of Chapter 2 of Title 14 of Part 4 of Division 3 of, Section 2954.5 or 2963 of, Chapter 2b (commencing with Section 2981) or 2d (commencing with Section 2985.7) of Title 14 of Part 4 of Division 3 of, Section 3071.5 of Part 5 (commencing with Section 4000) of Division 4 of, or Part 5.3 (commencing with Section 6500) of Division 4 of this code, subdivision (b) of Section 18608

or Section 22328 of the Financial Code, Section 1358.15, 1365, 1368.01, 1368.1, 1371, or 18035.5 of the Health and Safety Code, Section 662, 663, 664, 667.5, 673, 677, 678, 678.1, 786, 10086, 10113.7, 10127.7, 10127.9, 10127.10, 10192.18, 10199.44, 10199.46, 10235.16, 10235.40, 10509.4, 10509.7, 11624.09, or 11624.1 of the Insurance Code, Section 779.1, 10010.1, or 16482 of the Public Utilities Code, or Section 9975 or 11738 of the Vehicle Code. An electronic record may not be substituted for any notice that is required to be sent pursuant to Section 1162 of the Code of Civil Procedure. Nothing in this subdivision shall be construed to prohibit the recordation of any document with a county recorder by electronic means.

(d) This title applies to an electronic record or electronic signature otherwise excluded from the application of this title under subdivision (b) when used for a transaction subject to a law other than those specified in subdivision (b).

(e) A transaction subject to this title is also subject to other applicable substantive law.

(f) The exclusion of a transaction from the application of this title under subdivision (b) or (c) shall be construed only to exclude the transaction from the application of this title, but shall not be construed to prohibit the transaction from being conducted by electronic means if the transaction may be conducted by electronic means under any other applicable law.

(g) This section shall become operative on January 1, 2019.

~~SEC. 4.~~

*SEC. 5.* Section 1936 of the Civil Code, as amended by Section 1 of Chapter 549 of the Statutes of 2013, is amended to read:

1936. (a) For the purpose of this section, the following definitions shall apply:

(1) “Rental company” means a person or entity in the business of renting passenger vehicles to the public.

(2) “Renter” means any person in a manner obligated under a contract for the lease or hire of a passenger vehicle from a rental company for a period of less than 30 days.

(3) “Authorized driver” means (A) the renter, (B) the renter’s spouse if that person is a licensed driver and satisfies the rental company’s minimum age requirement, (C) the renter’s employer or coworker if he or she is engaged in business activity with the renter, is a licensed driver, and satisfies the rental company’s

1 minimum age requirement, and (D) a person expressly listed by  
2 the rental company on the renter's contract as an authorized driver.

3 (4) (A) "Customer facility charge" means any fee, including  
4 an alternative fee, required by an airport to be collected by a rental  
5 company from a renter for any of the following purposes:

6 (i) To finance, design, and construct consolidated airport car  
7 rental facilities.

8 (ii) To finance, design, construct, and operate common-use  
9 transportation systems that move passengers between airport  
10 terminals and those consolidated car rental facilities, and acquire  
11 vehicles for use in that system.

12 (iii) To finance, design, and construct terminal modifications  
13 solely to accommodate and provide customer access to  
14 common-use transportation systems.

15 (B) The aggregate amount to be collected shall not exceed the  
16 reasonable costs, as determined by an audit, by an independent  
17 auditor, paid for by the airport, to finance, design, and construct  
18 those facilities. The auditor shall independently examine and  
19 substantiate the necessity for and the amount of the customer  
20 facility charge, including whether the airport's actual or projected  
21 costs are supported and justified, any steps the airport may take to  
22 limit costs, potential alternatives for meeting the airport's revenue  
23 needs other than the collection of the fee, and whether and to what  
24 extent car rental companies or other businesses or individuals using  
25 the facility or common-use transportation system may pay for the  
26 costs associated with these facilities and systems other than the  
27 fee from rental customers, or whether the airport did not comply  
28 with any provision of this subparagraph. Copies of the audit shall  
29 be provided to the Assembly and Senate Committees on Judiciary,  
30 the Assembly Committee on Transportation, and the Senate  
31 Committee on Transportation and Housing and shall be posted on  
32 the airport's Internet Web site. In the case of a customer facility  
33 charge for a common-use transportation system, the audit also  
34 shall consider the reasonable costs of providing the transit system  
35 or busing network pursuant to clause (ii) of subparagraph (A). Any  
36 audit required by this subparagraph may be included as a part of  
37 an audit of an airport's finances. Notwithstanding clause (iii) of  
38 subparagraph (A), the fees designated as a customer facility charge  
39 shall not be used to pay for terminal expansion, gate expansion,

1 runway expansion, changes in hours of operation, or changes in  
2 the number of flights arriving or departing from the airport.

3 (C) Except as provided in subparagraph (D), the authorization  
4 given pursuant to this section for an airport to impose a customer  
5 facility charge shall become inoperative when the bonds used for  
6 financing are paid.

7 (D) If a bond or other form of indebtedness is not used for  
8 financing, or the bond or other form of indebtedness used for  
9 financing has been paid, the Oakland International Airport may  
10 require the collection of a customer facility charge for a period of  
11 up to 10 years from the imposition of the charge for the purposes  
12 allowed by, and subject to the conditions imposed by, this section.

13 (5) "Damage waiver" means a rental company's agreement not  
14 to hold a renter liable for all or any portion of any damage or loss  
15 related to the rented vehicle, any loss of use of the rented vehicle,  
16 or any storage, impound, towing, or administrative charges.

17 (6) "Electronic surveillance technology" means a technological  
18 method or system used to observe, monitor, or collect information,  
19 including telematics, Global Positioning System (GPS), wireless  
20 technology, or location-based technologies. "Electronic  
21 surveillance technology" does not include event data recorders  
22 (EDR), sensing and diagnostic modules (SDM), or other systems  
23 that are used either:

24 (A) For the purpose of identifying, diagnosing, or monitoring  
25 functions related to the potential need to repair, service, or perform  
26 maintenance on the rental vehicle.

27 (B) As part of the vehicle's airbag sensing and diagnostic system  
28 in order to capture safety systems-related data for retrieval after a  
29 crash has occurred or in the event that the collision sensors are  
30 activated to prepare the decisionmaking computer to make the  
31 determination to deploy or not to deploy the airbag.

32 (7) "Estimated time for replacement" means the number of hours  
33 of labor, or fraction thereof, needed to replace damaged vehicle  
34 parts as set forth in collision damage estimating guides generally  
35 used in the vehicle repair business and commonly known as "crash  
36 books."

37 (8) "Estimated time for repair" means a good faith estimate of  
38 the reasonable number of hours of labor, or fraction thereof, needed  
39 to repair damaged vehicle parts.



(9) “Membership program” means a service offered by a rental company that permits customers to bypass the rental counter and go directly to the car previously reserved. A membership program shall meet all of the following requirements:

(A) The renter initiates enrollment by completing an application on which the renter can specify a preference for type of vehicle and acceptance or declination of optional services.

(B) The rental company fully discloses, prior to the enrollee’s first rental as a participant in the program, all terms and conditions of the rental agreement as well as all required disclosures.

(C) The renter may terminate enrollment at any time.

(D) The rental company fully explains to the renter that designated preferences, as well as acceptance or declination of optional services, may be changed by the renter at any time for the next and future rentals.

(E) An employee designated to receive the form specified in subparagraph (C) of paragraph (1) of subdivision (t) is present at the lot where the renter takes possession of the car, to receive any change in the rental agreement from the renter.

(10) “Passenger vehicle” means a passenger vehicle as defined in Section 465 of the Vehicle Code.

(b) Except as limited by subdivision (c), a rental company and a renter may agree that the renter will be responsible for no more than all of the following:

(1) Physical or mechanical damage to the rented vehicle up to its fair market value, as determined in the customary market for the sale of that vehicle, resulting from collision regardless of the cause of the damage.

(2) Loss due to theft of the rented vehicle up to its fair market value, as determined in the customary market for the sale of that vehicle, provided that the rental company establishes by clear and convincing evidence that the renter or the authorized driver failed to exercise ordinary care while in possession of the vehicle. In addition, the renter shall be presumed to have no liability for any loss due to theft if (A) an authorized driver has possession of the ignition key furnished by the rental company or an authorized driver establishes that the ignition key furnished by the rental company was not in the vehicle at the time of the theft, and (B) an authorized driver files an official report of the theft with the police or other law enforcement agency within 24 hours of learning of

1 the theft and reasonably cooperates with the rental company and  
2 the police or other law enforcement agency in providing  
3 information concerning the theft. The presumption set forth in this  
4 paragraph is a presumption affecting the burden of proof which  
5 the rental company may rebut by establishing that an authorized  
6 driver committed, or aided and abetted the commission of, the  
7 theft.

8 (3) Physical damage to the rented vehicle up to its fair market  
9 value, as determined in the customary market for the sale of that  
10 vehicle, resulting from vandalism occurring after, or in connection  
11 with, the theft of the rented vehicle. However, the renter shall have  
12 no liability for any damage due to vandalism if the renter would  
13 have no liability for theft pursuant to paragraph (2).

14 (4) Physical damage to the rented vehicle up to a total of five  
15 hundred dollars (\$500) resulting from vandalism unrelated to the  
16 theft of the rented vehicle.

17 (5) Actual charges for towing, storage, and impound fees paid  
18 by the rental company if the renter is liable for damage or loss.

19 (6) An administrative charge, which shall include the cost of  
20 appraisal and all other costs and expenses incident to the damage,  
21 loss, repair, or replacement of the rented vehicle.

22 (c) The total amount of the renter's liability to the rental  
23 company resulting from damage to the rented vehicle shall not  
24 exceed the sum of the following:

25 (1) The estimated cost of parts which the rental company would  
26 have to pay to replace damaged vehicle parts. All discounts and  
27 price reductions or adjustments that are or will be received by the  
28 rental company shall be subtracted from the estimate to the extent  
29 not already incorporated in the estimate, or otherwise promptly  
30 credited or refunded to the renter.

31 (2) The estimated cost of labor to replace damaged vehicle parts,  
32 which shall not exceed the product of (A) the rate for labor usually  
33 paid by the rental company to replace vehicle parts of the type that  
34 were damaged and (B) the estimated time for replacement. All  
35 discounts and price reductions or adjustments that are or will be  
36 received by the rental company shall be subtracted from the  
37 estimate to the extent not already incorporated in the estimate, or  
38 otherwise promptly credited or refunded to the renter.

39 (3) (A) The estimated cost of labor to repair damaged vehicle  
40 parts, which shall not exceed the lesser of the following:

1 (i) The product of the rate for labor usually paid by the rental  
2 company to repair vehicle parts of the type that were damaged and  
3 the estimated time for repair.

4 (ii) The sum of the estimated labor and parts costs determined  
5 under paragraphs (1) and (2) to replace the same vehicle parts.

6 (B) All discounts and price reductions or adjustments that are  
7 or will be received by the rental company shall be subtracted from  
8 the estimate to the extent not already incorporated in the estimate,  
9 or otherwise promptly credited or refunded to the renter.

10 (4) For the purpose of converting the estimated time for repair  
11 into the same units of time in which the rental rate is expressed, a  
12 day shall be deemed to consist of eight hours.

13 (5) Actual charges for towing, storage, and impound fees paid  
14 by the rental company.

15 (6) The administrative charge described in paragraph (6) of  
16 subdivision (b) shall not exceed (A) fifty dollars (\$50) if the total  
17 estimated cost for parts and labor is more than one hundred dollars  
18 (\$100) up to and including five hundred dollars (\$500), (B) one  
19 hundred dollars (\$100) if the total estimated cost for parts and  
20 labor exceeds five hundred dollars (\$500) up to and including one  
21 thousand five hundred dollars (\$1,500), and (C) one hundred fifty  
22 dollars (\$150) if the total estimated cost for parts and labor exceeds  
23 one thousand five hundred dollars (\$1,500). An administrative  
24 charge shall not be imposed if the total estimated cost of parts and  
25 labor is one hundred dollars (\$100) or less.

26 (d) (1) The total amount of an authorized driver's liability to  
27 the rental company, if any, for damage occurring during the  
28 authorized driver's operation of the rented vehicle shall not exceed  
29 the amount of the renter's liability under subdivision (c).

30 (2) A rental company shall not recover from the renter or other  
31 authorized driver an amount exceeding the renter's liability under  
32 subdivision (c).

33 (3) A claim against a renter resulting from damage or loss,  
34 excluding loss of use, to a rental vehicle shall be reasonably and  
35 rationally related to the actual loss incurred. A rental company  
36 shall mitigate damages where possible and shall not assert or collect  
37 a claim for physical damage which exceeds the actual costs of the  
38 repairs performed or the estimated cost of repairs, if the rental  
39 company chooses not to repair the vehicle, including all discounts  
40 and price reductions. However, if the vehicle is a total loss vehicle,

1 the claim shall not exceed the total loss vehicle value established  
2 in accordance with procedures that are customarily used by  
3 insurance companies when paying claims on total loss vehicles,  
4 less the proceeds from salvaging the vehicle, if those proceeds are  
5 retained by the rental company.

6 (4) If insurance coverage exists under the renter's applicable  
7 personal or business insurance policy and the coverage is confirmed  
8 during regular business hours, the renter may require that the rental  
9 company submit any claims to the renter's applicable personal or  
10 business insurance carrier. The rental company shall not make any  
11 written or oral representations that it will not present claims or  
12 negotiate with the renter's insurance carrier. For purposes of this  
13 paragraph, confirmation of coverage includes telephone  
14 confirmation from insurance company representatives during  
15 regular business hours. Upon request of the renter and after  
16 confirmation of coverage, the amount of claim shall be resolved  
17 between the insurance carrier and the rental company. The renter  
18 shall remain responsible for payment to the rental car company  
19 for any loss sustained that the renter's applicable personal or  
20 business insurance policy does not cover.

21 (5) A rental company shall not recover from the renter or other  
22 authorized driver for an item described in subdivision (b) to the  
23 extent the rental company obtains recovery from another person.

24 (6) This section applies only to the maximum liability of a renter  
25 or other authorized driver to the rental company resulting from  
26 damage to the rented vehicle and not to the liability of another  
27 person.

28 (e) (1) Except as provided in subdivision (f), a damage waiver  
29 shall provide or, if not expressly stated in writing, shall be deemed  
30 to provide that the renter has no liability for a damage, loss, loss  
31 of use, or a cost or expense incident thereto.

32 (2) Except as provided in subdivision (f), every limitation,  
33 exception, or exclusion to a damage waiver is void and  
34 unenforceable.

35 (f) A rental company may provide in the rental contract that a  
36 damage waiver does not apply under any of the following  
37 circumstances:

38 (1) Damage or loss results from an authorized driver's (A)  
39 intentional, willful, wanton, or reckless conduct, (B) operation of  
40 the vehicle under the influence of drugs or alcohol in violation of

1 Section 23152 of the Vehicle Code, (C) towing or pushing  
2 anything, or (D) operation of the vehicle on an unpaved road if  
3 the damage or loss is a direct result of the road or driving  
4 conditions.

5 (2) Damage or loss occurs while the vehicle is (A) used for  
6 commercial hire, (B) used in connection with conduct that could  
7 be properly charged as a felony, (C) involved in a speed test or  
8 contest or in driver training activity, (D) operated by a person other  
9 than an authorized driver, or (E) operated outside the United States.

10 (3) An authorized driver who has (A) provided fraudulent  
11 information to the rental company, or (B) provided false  
12 information and the rental company would not have rented the  
13 vehicle if it had instead received true information.

14 (g) (1) A rental company that offers or provides a damage  
15 waiver for any consideration in addition to the rental rate shall  
16 clearly and conspicuously disclose the following information in  
17 the rental contract or holder in which the contract is placed and,  
18 also, in signs posted at the place, such as the counter, where the  
19 renter signs the rental contract, and, for renters who are enrolled  
20 in the rental company's membership program, in a sign that shall  
21 be posted in a location clearly visible to those renters as they enter  
22 the location where their reserved rental cars are parked or near the  
23 exit of the bus or other conveyance that transports the enrollee to  
24 a reserved car: (A) the nature of the renter's liability, such as  
25 liability for all collision damage regardless of cause, (B) the extent  
26 of the renter's liability, such as liability for damage or loss up to  
27 a specified amount, (C) the renter's personal insurance policy or  
28 the credit card used to pay for the car rental transaction may  
29 provide coverage for all or a portion of the renter's potential  
30 liability, (D) the renter should consult with his or her insurer to  
31 determine the scope of insurance coverage, including the amount  
32 of the deductible, if any, for which the renter is obligated, (E) the  
33 renter may purchase an optional damage waiver to cover all  
34 liability, subject to whatever exceptions the rental company  
35 expressly lists that are permitted under subdivision (f), and (F) the  
36 range of charges for the damage waiver.

37 (2) In addition to the requirements of paragraph (1), a rental  
38 company that offers or provides a damage waiver shall orally  
39 disclose to all renters, except those who are participants in the  
40 rental company's membership program, that the damage waiver

1 may be duplicative of coverage that the customer maintains under  
2 his or her own policy of motor vehicle insurance. The renter's  
3 receipt of the oral disclosure shall be demonstrated through the  
4 renter's acknowledging receipt of the oral disclosure near that part  
5 of the contract where the renter indicates, by the renter's own  
6 initials, his or her acceptance or declination of the damage waiver.

7 Adjacent to that same part, the contract also shall state that the  
8 damage waiver is optional. Further, the contract for these renters  
9 shall include a clear and conspicuous written disclosure that the  
10 damage waiver may be duplicative of coverage that the customer  
11 maintains under his or her own policy of motor vehicle insurance.

12 (3) The following is an example, for purposes of illustration  
13 and not limitation, of a notice fulfilling the requirements of  
14 paragraph (1) for a rental company that imposes liability on the  
15 renter for collision damage to the full value of the vehicle:

16  
17 "NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY  
18 AND OPTIONAL DAMAGE WAIVER  
19

20 You are responsible for all collision damage to the rented vehicle  
21 even if someone else caused it or the cause is unknown. You are  
22 responsible for the cost of repair up to the value of the vehicle,  
23 and towing, storage, and impound fees.

24 Your own insurance, or the issuer of the credit card you use to  
25 pay for the car rental transaction, may cover all or part of your  
26 financial responsibility for the rented vehicle. You should check  
27 with your insurance company, or credit card issuer, to find out  
28 about your coverage and the amount of the deductible, if any, for  
29 which you may be liable.

30 Further, if you use a credit card that provides coverage for your  
31 potential liability, you should check with the issuer to determine  
32 if you must first exhaust the coverage limits of your own insurance  
33 before the credit card coverage applies.

34 The rental company will not hold you responsible if you buy a  
35 damage waiver. But a damage waiver will not protect you if (list  
36 exceptions)."  
37

38 (A) When the above notice is printed in the rental contract or  
39 holder in which the contract is placed, the following shall be printed  
40 immediately following the notice:

1  
2 “The cost of an optional damage waiver is \$\_\_\_\_\_ for every (day  
3 or week).”  
4

5 (B) When the above notice appears on a sign, the following  
6 shall appear immediately adjacent to the notice:  
7

8 “The cost of an optional damage waiver is \$\_\_\_\_\_ to \$\_\_\_\_\_ for  
9 every (day or week), depending upon the vehicle rented.”  
10

11 (h) Notwithstanding any other provision of law, a rental  
12 company may sell a damage waiver subject to the following rate  
13 limitations for each full or partial 24-hour rental day for the damage  
14 waiver.

15 (1) For rental vehicles that the rental company designates as an  
16 “economy car,” “subcompact car,” “compact car,” or another term  
17 having similar meaning when offered for rental, or another vehicle  
18 having a manufacturer’s suggested retail price of nineteen thousand  
19 dollars (\$19,000) or less, the rate shall not exceed nine dollars  
20 (\$9).

21 (2) For rental vehicles that have a manufacturer’s suggested  
22 retail price from nineteen thousand one dollars (\$19,001) to  
23 thirty-four thousand nine hundred ninety-nine dollars (\$34,999),  
24 inclusive, and that are also either vehicles of next year’s model,  
25 or not older than the previous year’s model, the rate shall not  
26 exceed fifteen dollars (\$15). For those rental vehicles older than  
27 the previous year’s model-year, the rate shall not exceed nine  
28 dollars (\$9).

29 (i) The manufacturer’s suggested retail prices described in  
30 subdivision (h) shall be adjusted annually to reflect changes from  
31 the previous year in the Consumer Price Index. For the purposes  
32 of this section, “Consumer Price Index” means the United States  
33 Consumer Price Index for All Urban Consumers, for all items.

34 (j) A rental company that disseminates in this state an  
35 advertisement containing a rental rate shall include in that  
36 advertisement a clearly readable statement of the charge for a  
37 damage waiver and a statement that a damage waiver is optional.

38 (k) (1) A rental company shall not require the purchase of a  
39 damage waiver, optional insurance, or another optional good or  
40 service.



1 (2) A rental company shall not engage in any unfair, deceptive,  
2 or coercive conduct to induce a renter to purchase the damage  
3 waiver, optional insurance, or another optional good or service,  
4 including conduct such as, but not limited to, refusing to honor  
5 the renter's reservation, limiting the availability of vehicles,  
6 requiring a deposit, or debiting or blocking the renter's credit card  
7 account for a sum equivalent to a deposit if the renter declines to  
8 purchase the damage waiver, optional insurance, or another  
9 optional good or service.

10 (l) (1) In the absence of express permission granted by the  
11 renter subsequent to damage to, or loss of, the vehicle, a rental  
12 company shall not seek to recover any portion of a claim arising  
13 out of damage to, or loss of, the rented vehicle by processing a  
14 credit card charge or causing a debit or block to be placed on the  
15 renter's credit card account.

16 (2) A rental company shall not engage in any unfair, deceptive,  
17 or coercive tactics in attempting to recover or in recovering on any  
18 claim arising out of damage to, or loss of, the rented vehicle.

19 (m) (1) A customer facility charge may be collected by a rental  
20 company under the following circumstances:

21 (A) Collection of the fee by the rental company is required by  
22 an airport operated by a city, a county, a city and county, a joint  
23 powers authority, a special district, or the San Diego County  
24 Regional Airport Authority formed pursuant to Division 17  
25 (commencing with Section 170000) of the Public Utilities Code.

26 (B) The fee is calculated on a per contract basis or as provided  
27 in paragraph (2).

28 (C) The fee is a user fee, not a tax imposed upon real property  
29 or an incidence of property ownership under Article XIII D of the  
30 California Constitution.

31 (D) Except as otherwise provided in subparagraph (E), the fee  
32 shall be ten dollars (\$10) per contract or the amount provided in  
33 paragraph (2).

34 (E) The fee for a consolidated rental car facility shall be  
35 collected only from customers of on-airport rental car companies.  
36 If the fee imposed by the airport is for both a consolidated rental  
37 car facility and a common-use transportation system, the fee  
38 collected from customers of on-airport rental car companies shall  
39 be ten dollars (\$10) or the amount provided in paragraph (2), but  
40 the fee imposed on customers of off-airport rental car companies

1 who are transported on the common-use transportation system is  
2 proportionate to the costs of the common-use transportation system  
3 only. The fee is uniformly applied to each class of on-airport or  
4 off-airport customers, provided that the airport requires off-airport  
5 customers to use the common-use transportation system. For  
6 purposes of this subparagraph, “on-airport rental car company”  
7 means a rental company operating under an airport property lease  
8 or an airport concession or license agreement whose customers  
9 use or will use the consolidated rental car facility and the collection  
10 of the fee as to those customers is consistent with subparagraph  
11 (C).

12 (F) Revenues collected from the fee do not exceed the reasonable  
13 costs of financing, designing, and constructing the facility and  
14 financing, designing, constructing, and operating any common-use  
15 transportation system, or acquiring vehicles for use in that system,  
16 and shall not be used for any other purpose.

17 (G) The fee is separately identified on the rental agreement.

18 (H) This paragraph does not apply to fees which are governed  
19 by Section 50474.1 of the Government Code or Section 57.5 of  
20 the San Diego Unified Port District Act.

21 (I) For any airport seeking to require rental car companies to  
22 collect an alternative customer facility charge pursuant to paragraph  
23 (2), the following provisions apply:

24 (i) Notwithstanding Section 10231.5 of the Government Code,  
25 the airport shall provide reports on an annual basis to the Senate  
26 and Assembly Committees on Judiciary detailing all of the  
27 following:

28 (I) The total amount of the customer facility charge collected.

29 (II) How the funds are being spent.

30 (III) The amount of and reason for any changes in the airport’s  
31 budget or financial needs for the facility or common-use  
32 transportation system.

33 (IV) Whether airport concession fees authorized by Section  
34 1936.01 have increased since the prior report, if any.

35 (ii) (I) The airport shall complete the audit required by  
36 subparagraph (B) of paragraph (4) of subdivision (a) prior to initial  
37 collection of the customer facility charge. Notwithstanding Section  
38 10231.5 of the Government Code, copies of the audit shall be  
39 provided to the Assembly and Senate Committees on Judiciary,  
40 the Assembly Committee on Transportation, and the Senate

1 Committee on Transportation and Housing and shall be posted on  
2 the airport's Internet Web site.

3 (II) Prior to any increase pursuant to paragraph (2), the airport  
4 shall update the information provided in the initial collection audit  
5 pursuant to subclause (I). Notwithstanding Section 10231.5 of the  
6 Government Code, copies of the updated audit shall be provided  
7 to the Assembly and Senate Committees on Judiciary, the  
8 Assembly Committee on Transportation, and the Senate Committee  
9 on Transportation and Housing and shall be posted on the airport's  
10 Internet Web site.

11 (III) An audit shall be completed every three years after initial  
12 collection only if the customer facility charge is collected for the  
13 purpose of operating a common-use transportation system or to  
14 acquire vehicles for use in such a system pursuant to clause (ii) of  
15 subparagraph (A) of paragraph (4) of subdivision (a). A regularly  
16 conducted audit of airport finances that includes the customer  
17 facility charge information, that satisfies the requirements of  
18 subparagraph (B) of paragraph (4) of subdivision (a), and is  
19 produced in accordance with the generally accepted accounting  
20 principles of the Government Accounting Standards Board, shall  
21 satisfy the requirements of this subclause. This obligation shall  
22 continue until the fee authorization becomes inoperative pursuant  
23 to subparagraph (C) of paragraph (4) of subdivision (a).  
24 Notwithstanding Section 10231.5 of the Government Code, the  
25 information reported pursuant to this subclause shall be compiled  
26 into one document, shall be provided to the Assembly and Senate  
27 Committees on Judiciary, the Assembly Committee on  
28 Transportation, and the Senate Committee on Transportation and  
29 Housing and shall be posted on the airport's Internet Web site  
30 accessible to the public. The information reported shall be  
31 contained within one easily accessible page contained within the  
32 airport's Internet Web site.

33 (IV) This section shall not be construed to require an airport to  
34 audit a common-use transportation system not financed by a  
35 customer facility charge and used for the purposes permitted  
36 pursuant to clause (ii) of subparagraph (A) of paragraph (4) of  
37 subdivision (a).

38 (V) The airport shall post on the airport's Internet Web site  
39 copies of the completed audits required by this clause for a period  
40 of six years following the audit's completion.

1 (iii) Use of the bonds shall be limited to construction and design  
2 of the consolidated rental car facility, terminal modifications, and  
3 operating costs of the common-use transportation system, as  
4 specified in paragraph (4) of subdivision (a).

5 (2) Any airport may require rental car companies to collect an  
6 alternative customer facility charge under the following conditions:

7 (A) The airport first conducts a publicly noticed hearing pursuant  
8 to the Ralph M. Brown Act (Chapter 9 (commencing with Section  
9 54950) of Part 1 of Division 2 of Title 5 of the Government Code)  
10 to review the costs of financing the design and construction of a  
11 consolidated rental car facility and the design, construction, and  
12 operation of any common-use transportation system in which all  
13 of the following occur:

14 (i) The airport establishes the amount of revenue necessary to  
15 finance the reasonable cost to design and construct a consolidated  
16 rental car facility and to design, construct, and operate any  
17 common-use transportation system, or acquire vehicles for use in  
18 that system, based on evidence presented during the hearing.

19 (ii) The airport finds, based on evidence presented during the  
20 hearing, that the fee authorized in paragraph (1) will not generate  
21 sufficient revenue to finance the reasonable costs to design and  
22 construct a consolidated rental car facility and to design, construct,  
23 and operate any common-use transportation system, or acquire  
24 vehicles for use in that system.

25 (iii) The airport finds that the reasonable cost of the project  
26 requires the additional amount of revenue that would be generated  
27 by the proposed daily rate, including any rate increase, authorized  
28 pursuant to this paragraph.

29 (iv) The airport outlines each of the following:

30 (I) Steps it has taken to limit costs.

31 (II) Other potential alternatives for meeting its revenue needs  
32 other than the collection of the fee.

33 (III) The extent to which rental car companies or other  
34 businesses or individuals using the facility or common-use  
35 transportation system will pay for the costs associated with these  
36 facilities and systems other than the fee from rental customers.

37 (B) The airport may not require the fee authorized in this  
38 paragraph to be collected at any time that the fee authorized in  
39 paragraph (1) of this subdivision is being collected.

1 (C) Pursuant to the procedure set forth in this subdivision, the  
2 fee may be collected at a rate charged on a per-day basis subject  
3 to the following conditions:

4 (i) Commencing January 1, 2011, the amount of the fee may  
5 not exceed six dollars (\$6) per day.

6 (ii) Commencing January 1, 2014, the amount of the fee may  
7 not exceed seven dollars and fifty cents (\$7.50) per day.

8 (iii) Commencing January 1, 2017, and thereafter, the amount  
9 of the fee may not exceed nine dollars (\$9) per day.

10 (iv) At no time shall the fee authorized in this paragraph be  
11 collected from any customer for more than five days for each  
12 individual rental car contract.

13 (v) An airport subject to this paragraph shall initiate the process  
14 for obtaining the authority to require or increase the alternative  
15 fee no later than January 1, 2018. Any airport that obtains the  
16 authority to require or increase an alternative fee shall be authorized  
17 to continue collecting that fee until the fee authorization becomes  
18 inoperative pursuant to subparagraph (C) of paragraph (4) of  
19 subdivision (a).

20 (3) Notwithstanding any other provision of law, including, but  
21 not limited to, Part 1 (commencing with Section 6001) to Part 1.7  
22 (commencing with Section 7280), inclusive, of Division 2 of the  
23 Revenue and Taxation Code, the fees collected pursuant to this  
24 section, or another law whereby a local agency operating an airport  
25 requires a rental car company to collect a facility financing fee  
26 from its customers, are not subject to sales, use, or transaction  
27 taxes.

28 (n) (1) A rental company shall only advertise, quote, and charge  
29 a rental rate that includes the entire amount except taxes, a  
30 customer facility charge, if any, and a mileage charge, if any, that  
31 a renter must pay to hire or lease the vehicle for the period of time  
32 to which the rental rate applies. A rental company shall not charge  
33 in addition to the rental rate, taxes, a customer facility charge, if  
34 any, and a mileage charge, if any, any fee that is required to be  
35 paid by the renter as a condition of hiring or leasing the vehicle,  
36 including, but not limited to, required fuel or airport surcharges  
37 other than customer facility charges, nor a fee for transporting the  
38 renter to the location where the rented vehicle will be delivered to  
39 the renter.

(2) In addition to the rental rate, taxes, customer facility charges, if any, and mileage charges, if any, a rental company may charge for an item or service provided in connection with a particular rental transaction if the renter could have avoided incurring the charge by choosing not to obtain or utilize the optional item or service. Items and services for which the rental company may impose an additional charge include, but are not limited to, optional insurance and accessories requested by the renter, service charges incident to the renter's optional return of the vehicle to a location other than the location where the vehicle was hired or leased, and charges for refueling the vehicle at the conclusion of the rental transaction in the event the renter did not return the vehicle with as much fuel as was in the fuel tank at the beginning of the rental. A rental company also may impose an additional charge based on reasonable age criteria established by the rental company.

(3) A rental company shall not charge a fee for authorized drivers in addition to the rental charge for an individual renter.

(4) If a rental company states a rental rate in print advertisement or in a telephonic, in-person, or computer-transmitted quotation, the rental company shall disclose clearly in that advertisement or quotation the terms of mileage conditions relating to the advertised or quoted rental rate, including, but not limited to, to the extent applicable, the amount of mileage and gas charges, the number of miles for which no charges will be imposed, and a description of geographic driving limitations within the United States and Canada.

(5) (A) When a rental rate is stated in an advertisement, quotation, or reservation in connection with a car rental at an airport where a customer facility charge is imposed, the rental company shall disclose clearly the existence and amount of the customer facility charge. For purposes of this subparagraph, advertisements include radio, television, other electronic media, and print advertisements. For purposes of this subparagraph, quotations and reservations include those that are telephonic, in-person, and computer-transmitted. If the rate advertisement is intended to include transactions at more than one airport imposing a customer facility charge, a range of fees may be stated in the advertisement. However, all rate advertisements that include car rentals at airport destinations shall clearly and conspicuously include a toll-free telephone number whereby a customer can be told the specific

1 amount of the customer facility charge to which the customer will  
2 be obligated.

3 (B) If a person or entity other than a rental car company,  
4 including a passenger carrier or a seller of travel services, advertises  
5 or quotes a rate for a car rental at an airport where a customer  
6 facility charge is imposed, that person or entity shall, provided  
7 that he, she, or it is provided with information about the existence  
8 and amount of the fee, to the extent not specifically prohibited by  
9 federal law, clearly disclose the existence and amount of the fee  
10 in any telephonic, in-person, or computer-transmitted quotation at  
11 the time of making an initial quotation of a rental rate and at the  
12 time of making a reservation of a rental car. If a rental car company  
13 provides the person or entity with rate and customer facility charge  
14 information, the rental car company is not responsible for the  
15 failure of that person or entity to comply with this subparagraph  
16 when quoting or confirming a rate to a third person or entity.

17 (6) If a rental company delivers a vehicle to a renter at a location  
18 other than the location where the rental company normally carries  
19 on its business, the rental company shall not charge the renter an  
20 amount for the rental for the period before the delivery of the  
21 vehicle. If a rental company picks up a rented vehicle from a renter  
22 at a location other than the location where the rental company  
23 normally carries on its business, the rental company shall not  
24 charge the renter an amount for the rental for the period after the  
25 renter notifies the rental company to pick up the vehicle.

26 (o) A rental company shall not use, access, or obtain any  
27 information relating to the renter's use of the rental vehicle that  
28 was obtained using electronic surveillance technology, except in  
29 the following circumstances:

30 (1) (A) When the equipment is used by the rental company  
31 only for the purpose of locating a stolen, abandoned, or missing  
32 rental vehicle after one of the following:

33 (i) The renter or law enforcement has informed the rental  
34 company that the vehicle is missing or has been stolen or  
35 abandoned.

36 (ii) The rental vehicle has not been returned following one week  
37 after the contracted return date, or by one week following the end  
38 of an extension of that return date.

39 (iii) The rental company discovers the rental vehicle has been  
40 stolen or abandoned, and, if stolen, it shall report the vehicle stolen



1 to law enforcement by filing a stolen vehicle report, unless law  
2 enforcement has already informed the rental company that the  
3 vehicle is missing or has been stolen or abandoned.

4 (B) If electronic surveillance technology is activated pursuant  
5 to subparagraph (A), a rental company shall maintain a record, in  
6 either electronic or written form, of information relevant to the  
7 activation of that technology. That information shall include the  
8 rental agreement, including the return date, and the date and time  
9 the electronic surveillance technology was activated. The record  
10 shall also include, if relevant, a record of written or other  
11 communication with the renter, including communications  
12 regarding extensions of the rental, police reports, or other written  
13 communication with law enforcement officials. The record shall  
14 be maintained for a period of at least 12 months from the time the  
15 record is created and shall be made available upon the renter's  
16 request. The rental company shall maintain and furnish explanatory  
17 codes necessary to read the record. A rental company shall not be  
18 required to maintain a record if electronic surveillance technology  
19 is activated to recover a rental vehicle that is stolen or missing at  
20 a time other than during a rental period.

21 (2) In response to a specific request from law enforcement  
22 pursuant to a subpoena or search warrant.

23 (3) This subdivision does not prohibit a rental company from  
24 equipping rental vehicles with GPS-based technology that provides  
25 navigation assistance to the occupants of the rental vehicle, if the  
26 rental company does not use, access, or obtain information relating  
27 to the renter's use of the rental vehicle that was obtained using  
28 that technology, except for the purposes of discovering or repairing  
29 a defect in the technology and the information may then be used  
30 only for that purpose.

31 (4) This subdivision does not prohibit a rental company from  
32 equipping rental vehicles with electronic surveillance technology  
33 that allows for the remote locking or unlocking of the vehicle at  
34 the request of the renter, if the rental company does not use, access,  
35 or obtain information relating to the renter's use of the rental  
36 vehicle that was obtained using that technology, except as  
37 necessary to lock or unlock the vehicle.

38 (5) This subdivision does not prohibit a rental company from  
39 equipping rental vehicles with electronic surveillance technology  
40 that allows the company to provide roadside assistance, such as

1 towing, flat tire, or fuel services, at the request of the renter, if the  
2 rental company does not use, access, or obtain information relating  
3 to the renter's use of the rental vehicle that was obtained using  
4 that technology except as necessary to provide the requested  
5 roadside assistance.

6 (6) This subdivision does not prohibit a rental company from  
7 obtaining, accessing, or using information from electronic  
8 surveillance technology for the sole purpose of determining the  
9 date and time the vehicle is returned to the rental company, and  
10 the total mileage driven and the vehicle fuel level of the returned  
11 vehicle. This paragraph, however, shall apply only after the renter  
12 has returned the vehicle to the rental company, and the information  
13 shall only be used for the purpose described in this paragraph.

14 (p) A rental company shall not use electronic surveillance  
15 technology to track a renter in order to impose fines or surcharges  
16 relating to the renter's use of the rental vehicle.

17 (q) A renter may bring an action against a rental company for  
18 the recovery of damages and appropriate equitable relief for a  
19 violation of this section. The prevailing party shall be entitled to  
20 recover reasonable attorney's fees and costs.

21 (r) A rental company that brings an action against a renter for  
22 loss due to theft of the vehicle shall bring the action in the county  
23 in which the renter resides or, if the renter is not a resident of this  
24 state, in the jurisdiction in which the renter resides.

25 (s) A waiver of any of the provisions of this section shall be  
26 void and unenforceable as contrary to public policy.

27 (t) (1) A rental company's disclosure requirements shall be  
28 satisfied for renters who are enrolled in the rental company's  
29 membership program if all of the following conditions are met:

30 (A) Prior to the enrollee's first rental as a participant in the  
31 program, the renter receives, in writing, the following:

32 (i) All of the disclosures required by paragraph (1) of subdivision  
33 (g), including the terms and conditions of the rental agreement  
34 then in effect.

35 (ii) An Internet Web site address, as well as a contact number  
36 or address, where the enrollee can learn of changes to the rental  
37 agreement or to the laws of this state governing rental agreements  
38 since the effective date of the rental company's most recent  
39 restatement of the rental agreement and distribution of that  
40 restatement to its members.

1 (B) At the commencement of each rental period, the renter is  
2 provided, on the rental record or the folder in which it is inserted,  
3 with a printed notice stating that he or she had either previously  
4 selected or declined an optional damage waiver and that the renter  
5 has the right to change preferences.

6 (C) At the commencement of each rental period, the rental  
7 company provides, on the rearview mirror, a hanger on which a  
8 statement is printed, in a box, in at least 12-point boldface type,  
9 notifying the renter that the collision damage waiver offered by  
10 the rental company may be duplicative of coverage that the  
11 customer maintains under his or her own policy of motor vehicle  
12 insurance. If it is not feasible to hang the statement from the  
13 rearview mirror, it shall be hung from the steering wheel.

14 The hanger shall provide the renter a box to initial if he or she  
15 (not his or her employer) has previously accepted or declined the  
16 collision damage waiver and that he or she now wishes to change  
17 his or her decision to accept or decline the collision damage waiver,  
18 as follows:

19  
20 “☐ If I previously accepted the collision damage waiver, I  
21 now decline it.

22  
23 ☐ If I previously declined the collision damage waiver, I now  
24 accept it.”

25  
26 The hanger shall also provide a box for the enrollee to indicate  
27 whether this change applies to this rental transaction only or to all  
28 future rental transactions. The hanger shall also notify the renter  
29 that he or she may make that change, prior to leaving the lot, by  
30 returning the form to an employee designated to receive the form  
31 who is present at the lot where the renter takes possession of the  
32 car, to receive any change in the rental agreement from the renter.

33 (2) (A) This subdivision is not effective unless the employee  
34 designated pursuant to subparagraph (E) of paragraph (8) of  
35 subdivision (a) is actually present at the required location.

36 (B) This subdivision does not relieve the rental company from  
37 the disclosures required to be made within the text of a contract  
38 or holder in which the contract is placed; in or on an advertisement  
39 containing a rental rate; or in a telephonic, in-person, or  
40 computer-transmitted quotation or reservation.

1 (u) The amendments made to this section during the 2001–02  
2 Regular Session of the Legislature do not affect litigation pending  
3 on or before January 1, 2003, alleging a violation of Section 22325  
4 of the Business and Professions Code as it read at the time the  
5 action was commenced.

6 (v) (1) When a rental company enters into a rental agreement  
7 in the state for the rental of a vehicle to any renter who is not a  
8 resident of this country and, as part of, or associated with, the rental  
9 agreement, the renter purchases liability insurance, as defined in  
10 subdivision (b) of Section 1758.85 of the Insurance Code, from  
11 the rental company in its capacity as a rental car agent for an  
12 authorized insurer, the rental company shall be authorized to accept,  
13 and, if served as set forth in this subdivision, shall accept, service  
14 of a summons and complaint and any other required documents  
15 against the foreign renter for any accident or collision resulting  
16 from the operation of the rental vehicle within the state during the  
17 rental period. If the rental company has a registered agent for  
18 service of process on file with the Secretary of State, process shall  
19 be served on the rental company's registered agent, either by  
20 first-class mail, return receipt requested, or by personal service.

21 (2) Within 30 days of acceptance of service of process, the rental  
22 company shall provide a copy of the summons and complaint and  
23 any other required documents served in accordance with this  
24 subdivision to the foreign renter by first-class mail, return receipt  
25 requested.

26 (3) Any plaintiff, or his or her representative, who elects to serve  
27 the foreign renter by delivering a copy of the summons and  
28 complaint and any other required documents to the rental company  
29 pursuant to paragraph (1) shall agree to limit his or her recovery  
30 against the foreign renter and the rental company to the limits of  
31 the protection extended by the liability insurance.

32 (4) Notwithstanding the requirements of Sections 17450 to  
33 17456, inclusive, of the Vehicle Code, service of process in  
34 compliance with paragraph (1) shall be deemed valid and effective  
35 service.

36 (5) Notwithstanding any other provision of law, the requirement  
37 that the rental company accept service of process pursuant to  
38 paragraph (1) shall not create any duty, obligation, or agency  
39 relationship other than that provided in paragraph (1).

(w) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

~~SEC. 5.~~

*SEC. 6.* Section 1942.2 of the Civil Code is amended to read:  
1942.2. A tenant who has made a payment to a utility pursuant to Section 777, 777.1, 10009, 10009.1, 12822, 12822.1, 16481, or 16481.1 of the Public Utilities Code, or to a district pursuant to Section 60371 of the Government Code, may deduct the payment from the rent as provided in that section.

~~SEC. 6. Section 415.46 of the Code of Civil Procedure is amended to read:~~

~~415.46. (a) In addition to the service of a summons and complaint in an action for unlawful detainer upon a tenant and subtenant, if any, as prescribed by this article, a prejudgment claim of right to possession may also be served on any person who appears to be or who may claim to have occupied the premises at the time of the filing of the action. Service upon occupants shall be made pursuant to subdivision (c) by serving a copy of a prejudgment claim of right to possession, as specified in subdivision (f), attached to a copy of the summons and complaint at the same time service is made upon the tenant and subtenant, if any.~~

~~(b) Service of the prejudgment claim of right to possession in this manner shall be effected by a marshal, sheriff, or registered process server.~~

~~(c) (1) When serving the summons and complaint upon a tenant and subtenant, if any, the marshal, sheriff, or registered process server shall make a reasonably diligent effort to ascertain whether there are other adult occupants of the premises who are not named in the summons and complaint by inquiring of the person or persons who are being personally served, or any person of suitable age and discretion who appears to reside upon the premises; whether there are other occupants of the premises.~~

~~(2) If the identity of such an occupant is disclosed to the officer or process server and the occupant is present at the premises, the officer or process server shall serve that occupant with a copy of the prejudgment claim of right to possession attached to a copy of the summons and complaint. If personal service cannot be made upon that occupant at that time, service may be effected by leaving~~

1 a copy of a prejudgment claim of right to possession attached to  
2 a copy of the summons and complaint addressed to that occupant  
3 with a person of suitable age and discretion at the premises, affixing  
4 the same so that it is not readily removable in a conspicuous place  
5 on the premises in a manner most likely to give actual notice to  
6 that occupant, and sending the same addressed to that occupant  
7 by first-class mail.

8 (3) ~~In addition to the service on an identified occupant, or if no~~  
9 ~~occupant is disclosed to the officer or process server, or if~~  
10 ~~substituted service is made upon the tenant and subtenant, if any,~~  
11 ~~the officer or process server shall serve a prejudgment claim of~~  
12 ~~right to possession for all other persons who may claim to occupy~~  
13 ~~the premises at the time of the filing of the action by leaving a~~  
14 ~~copy of a prejudgment claim of right to possession attached to a~~  
15 ~~copy of the summons and complaint at the premises at the same~~  
16 ~~time service is made upon the tenant and subtenant, if any, affixing~~  
17 ~~the same so that it is not readily removable in a conspicuous place~~  
18 ~~on the premises so that it is likely to give actual notice to an~~  
19 ~~occupant, and sending the same addressed to “all occupants in care~~  
20 ~~of the named tenant” to the premises by first-class mail.~~

21 (4) ~~The person serving process shall state the date of service on~~  
22 ~~the prejudgment claim of right to possession form. However, the~~  
23 ~~absence of the date of service on the prejudgment claim of right~~  
24 ~~to possession does not invalidate the claim.~~

25 (d) ~~Proof of service under this section shall be filed with the~~  
26 ~~court and shall include a statement that service was made pursuant~~  
27 ~~to this section. Service on occupants in accordance with this section~~  
28 ~~shall not alter or affect service upon the tenant or subtenant, if any.~~

29 (e) (1) ~~If an owner or his or her agent has directed and obtained~~  
30 ~~service of a prejudgment claim of right to possession in accordance~~  
31 ~~with this section, no occupant of the premises, whether or not that~~  
32 ~~occupant is named in the judgment for possession, may object to~~  
33 ~~the enforcement of that judgment as prescribed in Section 1174.3.~~

34 (2) ~~In any action for unlawful detainer resulting from a~~  
35 ~~foreclosure sale of a rental housing unit pursuant to Section 1161a,~~  
36 ~~paragraph (1) shall not limit the right of any tenant or subtenant~~  
37 ~~of the property to file a prejudgment claim of right of possession~~  
38 ~~pursuant to subdivision (a) of Section 1174.25 at any time before~~  
39 ~~judgment, or to object to enforcement of a judgment for possession~~  
40 ~~as prescribed in Section 1174.3, regardless of whether the tenant~~

- 1 ~~or subtenant was served with a prejudgment claim of right to~~  
2 ~~possession.~~  
3 ~~(f) The prejudgment claim of right to possession shall be made~~  
4 ~~on the following form:~~



EVERYONE WHO LIVES IN THIS RENTAL UNIT MAY BE  
EVICTED BY COURT ORDER. READ THIS FORM IF YOU LIVE  
HERE AND YOUR NAME IS NOT ON THE ATTACHED  
SUMMONS AND COMPLAINT.

(5) If you are a tenant being evicted due to foreclosure, you have additional rights and should seek legal advice immediately.

Complete this form only if ALL of these statements are true:

- ~~1. You are NOT named in the accompanying Summons and Complaint.~~
- ~~2. You occupied the subject premises on or before the date the unlawful detainer (eviction) complaint was filed.  
(The date is in the accompanying Summons and Complaint.)~~
- ~~3. You still occupy the subject premises.~~

1     *SEC. 7. Section 415.46 of the Code of Civil Procedure is*  
2     *amended to read:*

3     415.46. (a) In addition to the service of a summons and  
4     complaint in an action for unlawful detainer upon a tenant and  
5     subtenant, if any, as prescribed by this article, a prejudgment claim  
6     of right to possession may also be served on any person who  
7     appears to be or who may claim to have occupied the premises at  
8     the time of the filing of the action. Service upon occupants shall  
9     be made pursuant to subdivision (c) by serving a copy of a  
10    prejudgment claim of right to possession, as specified in  
11    subdivision (f), attached to a copy of the summons and complaint  
12    at the same time service is made upon the tenant and subtenant, if  
13    any.

14    (b) Service of the prejudgment claim of right to possession in  
15    this manner shall be effected by a marshal, sheriff, or registered  
16    process server.

17    (c) (1) When serving the summons and complaint upon a tenant  
18    and subtenant, if any, the marshal, sheriff, or registered process  
19    server shall make a reasonably diligent effort to ascertain whether  
20    there are other adult occupants of the premises who are not named  
21    in the summons and complaint by inquiring of the person or  
22    persons who are being personally served, or any person of suitable  
23    age and discretion who appears to reside upon the premises,  
24    whether there are other occupants of the premises.

25    (2) If the identity of such an occupant is disclosed to the officer  
26    or process server and the occupant is present at the premises, the  
27    officer or process server shall serve that occupant with a copy of  
28    the prejudgment claim of right to possession attached to a copy of  
29    the summons and complaint. If personal service cannot be made  
30    upon that occupant at that time, service may be effected by leaving  
31    a copy of a prejudgment claim of right to possession attached to  
32    a copy of the summons and complaint addressed to that occupant  
33    with a person of suitable age and discretion at the premises, affixing  
34    the same so that it is not readily removable in a conspicuous place  
35    on the premises in a manner most likely to give actual notice to  
36    that occupant, and sending the same addressed to that occupant  
37    by first-class mail.

38    (3) In addition to the service on an identified occupant, or if no  
39    occupant is disclosed to the officer or process server, or if  
40    substituted service is made upon the tenant and subtenant, if any,

1 the officer or process server shall serve a prejudgment claim of  
2 right to possession for all other persons who may claim to occupy  
3 the premises at the time of the filing of the action by leaving a  
4 copy of a prejudgment claim of right to possession attached to a  
5 copy of the summons and complaint at the premises at the same  
6 time service is made upon the tenant and subtenant, if any, affixing  
7 the same so that it is not readily removable in a conspicuous place  
8 on the premises so that it is likely to give actual notice to an  
9 occupant, and sending the same addressed to “all occupants in care  
10 of the named tenant” to the premises by first-class mail.

11 (4) The person serving process shall state the date of service on  
12 the prejudgment claim of right to possession form. However, the  
13 absence of the date of service on the prejudgment claim of right  
14 to possession does not invalidate the claim.

15 (d) Proof of service under this section shall be filed with the  
16 court and shall include a statement that service was made pursuant  
17 to this section. Service on occupants in accordance with this section  
18 shall not alter or affect service upon the tenant or subtenant, if any.

19 (e) (1) If an owner or his or her agent has directed and obtained  
20 service of a prejudgment claim of right to possession in accordance  
21 with this section, no occupant of the premises, whether or not that  
22 occupant is named in the judgment for possession, may object to  
23 the enforcement of that judgment as prescribed in Section 1174.3.

24 (2) In any action for unlawful detainer resulting from a  
25 foreclosure sale of a rental housing unit pursuant to Section 1161a,  
26 paragraph (1) shall not limit the right of any tenant or subtenant  
27 of the property to file a prejudgment claim of right of possession  
28 pursuant to subdivision (a) of Section 1174.25 at any time before  
29 judgment, or to object to enforcement of a judgment for possession  
30 as prescribed in Section 1174.3, ~~whether or not~~ *regardless of*  
31 *whether* the tenant or subtenant was served with a prejudgment  
32 claim of right to possession.

33 (f) The prejudgment claim of right to possession shall be made  
34 on the following form:

35 -

36 ~~\*\*\*\*\*~~

37 -

38 ~~NOTICE OF INCOMPLETE TEXT: The Prejudgment Claim of~~  
39 ~~Right to~~  
40 ~~Possession form appears in the hard-copy publication of the~~

1 chaptered bill. See Sec. 2 of Chapter 562, Statutes of 2012.  
2 -  
3 \*\*\*\*\*

PRINTER PLEASE NOTE: TIP-IN MATERIAL TO BE  
INSERTED









I DECLARE THE FOLLOWING UNDER PENALTY OF PERJURY:

1. My name is (specify):
2. I reside at (street address, unit no., city and ZIP code):
3. The address of “the premises” subject to this claim is (address):
4. On (insert date): , the landlord or the landlord’s authorized agent filed a complaint to recover possession of the premises. (This date is in the accompanying Summons and Complaint.)
5. I occupied the premises on the date the complaint was filed (the date in item 4). I have continued to occupy the premises ever since.
6. I was at least 18 years of age on the date the complaint was filed (the date in item 4).
7. I claim a right to possession of the premises because I occupied the premises on the date the complaint was filed (the date in item 4).
8. I was not named in the Summons and Complaint.
9. I understand that if I make this claim of possession, I will be added as a defendant to the unlawful detainer (eviction) action.
10. (Filing fee) I understand that I must go to the court and pay a filing fee of \$  or file with the court “Application for Waiver of Court Fees and Costs.” I understand that if I don’t pay the filing fee or file the form for waiver of court fees within 10 days from the date of service on the form (excluding court holidays), I will not be entitled to make a claim of right to possession.
11. If my landlord lost this property to foreclosure, I understand that I can file this form at any time before judgment is entered, and that I have additional rights and should seek legal advice.
12. I understand that I will have five days (excluding court holidays) to file a response to the Summons and Complaint after I file this Prejudgment Claim of Right to Possession form.

NOTICE: If you fail to file this claim, you may be evicted without further hearing.

11. Rental agreement. I have (check all that apply to you):

- a. ☐ an oral or written rental agreement with the landlord.
- (b) ☐ an oral or written rental agreement with a person other than the landlord.
- c. ☐ An oral or written rental agreement with the former owner who lost the property to foreclosure.
- (d) ☐ other (explain):

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

WARNING: Perjury is a felony punishable by imprisonment in the state prison.

Date:

.....  \_\_\_\_\_  
 (TYPE OR PRINT NAME) (SIGNATURE OF CLAIMANT)

NOTICE: If you file this claim to possession, the unlawful detainer action against you will be determined at trial. At trial, you may be found liable for rent, costs, and, in some cases, treble damages.

NOTICE TO OCCUPANTS

YOU MUST ACT AT ONCE IF ALL THE FOLLOWING ARE TRUE:

- (1) You are not named in the accompanying Summons and Complaint.
- (2) You occupied the premises on or before the date the unlawful detainer (eviction) complaint was filed.
- (3) You still occupy the premises.

You can complete and SUBMIT THIS CLAIM FORM within 10 days from the date of service (on the form) at the court where the unlawful detainer (eviction) complaint was filed. If you are a tenant and your landlord lost the property you occupy through foreclosure, this 10 day deadline does not apply to you. You may file this form at any time before judgment is entered. You should seek legal advice immediately.

If you do not complete and submit this form (and pay a filing fee or file a fee waiver form if you cannot pay the fee), YOU WILL BE EVICTED.

After this form is properly filed, you will be added as a defendant in the unlawful detainer (eviction) action and your right to occupy the premises will be decided by the court. If you do not file this claim, you may be evicted without a hearing.

1     ~~SEC. 7.~~

2     SEC. 8. Section 1174.25 of the Code of Civil Procedure is  
3 amended to read:

4     1174.25. (a) (1) Except as provided in paragraph (2), an  
5 occupant who is served with a prejudgment claim of right to  
6 possession in accordance with Section 415.46 may file a claim as  
7 prescribed in Section 415.46, with the court within 10 days of the  
8 date of service of the prejudgment claim ~~if of~~ right to possession  
9 as shown on the return of service, which period shall include  
10 Saturday and Sunday but ~~excluding~~ *exclude* all other judicial  
11 holidays. If the last day for filing the claim falls on a Saturday or  
12 Sunday, the filing period shall be extended to and including the  
13 next court day. Filing the prejudgment claim of right to possession  
14 shall constitute a general appearance for which a fee shall be  
15 collected as provided in Section 70614 of the Government Code.  
16 Section 68511.3 of the Government Code applies to the  
17 prejudgment claim of right to possession.

18     (2) In an action as described in paragraph (2) of subdivision (e)  
19 of Section 415.46, an occupant may file a prejudgment claim of  
20 right to possession at any time before judgment is entered.

21     (b) At the time of filing, the claimant shall be added as a  
22 defendant in the action for unlawful detainer and the clerk shall  
23 notify the plaintiff that the claimant has been added as a defendant  
24 in the action by mailing a copy of the claim filed with the court to  
25 the plaintiff with a notation so indicating. The claimant shall  
26 answer or otherwise respond to the summons and complaint within  
27 five days, including Saturdays and Sundays, but excluding all other  
28 judicial holidays, after filing the prejudgment claim of possession.  
29 Thereafter, the name of the claimant shall be added to any pleading,  
30 filing or form filed in the action for unlawful detainer.

31     ~~SEC. 8.~~

32     SEC. 9. Section 1174.3 of the Code of Civil Procedure is  
33 amended to read:

34     1174.3. (a) (1) Except as provided in paragraph (2), unless a  
35 prejudgment claim of right to possession has been served upon  
36 occupants in accordance with Section 415.46, any occupant not  
37 named in the judgment for possession who occupied the premises  
38 on the date of the filing of the action may object to enforcement  
39 of the judgment against that occupant by filing a claim of right to  
40 possession as prescribed in this section. A claim of right to

1 possession may be filed at any time after service or posting of the  
2 writ of possession pursuant to subdivision (a) or (b) of Section  
3 715.020, up to and including the time at which the levying officer  
4 returns to effect the eviction of those named in the judgment of  
5 possession. Filing the claim of right to possession shall constitute  
6 a general appearance for which a fee shall be collected as provided  
7 in Section 70614 of the Government Code. Section 68511.3 of the  
8 Government Code applies to the claim of right to possession. An  
9 occupant or tenant who is named in the action shall not be required  
10 to file a claim of right to possession to protect that occupant's right  
11 to possession of the premises.

12 (2) In an action as described in paragraph (2) of subdivision (e)  
13 of Section 415.46, an occupant may file a claim of right to  
14 possession *at any time* up to and including the time at which the  
15 levying officer returns to effect the eviction of those named in the  
16 judgment of possession, without regard to whether a prejudgment  
17 claim of right to possession has been served upon the occupant.

18 (b) The court issuing the writ of possession of real property  
19 shall set a date or dates when the court will hold a hearing to  
20 determine the validity of objections to enforcement of the judgment  
21 specified in subdivision (a). An occupant of the real property for  
22 which the writ is issued may make an objection to eviction to the  
23 levying officer at the office of the levying officer or at the premises  
24 at the time of the eviction.

25 If a claim of right to possession is completed and presented to  
26 the sheriff, marshal, or other levying officer, the officer shall  
27 forthwith (1) stop the eviction of occupants at the premises, and  
28 (2) provide a receipt or copy of the completed claim of right of  
29 possession to the claimant indicating the date and time the  
30 completed form was received, and (3) deliver the original  
31 completed claim of right to possession to the court issuing the writ  
32 of possession of real property.

33 (c) A claim of right to possession is effected by any of the  
34 following:

35 (1) Presenting a completed claim form in person with  
36 identification to the sheriff, marshal, or other levying officer as  
37 prescribed in this section, and delivering to the court within two  
38 court days after its presentation, an amount equal to 15 days' rent  
39 together with the appropriate fee or form for proceeding in forma  
40 pauperis. Upon receipt of a claim of right to possession, the sheriff,

1 marshal, or other levying officer shall indicate thereon the date  
2 and time of its receipt and forthwith deliver the original to the  
3 issuing court and a receipt or copy of the claim to the claimant and  
4 notify the plaintiff of that fact. Immediately upon receipt of an  
5 amount equal to 15 days' rent and the appropriate fee or form for  
6 proceeding in forma pauperis, the court shall file the claim of right  
7 to possession and serve an endorsed copy with the notice of the  
8 hearing date on the plaintiff and the claimant by first-class mail.  
9 The court issuing the writ of possession shall set and hold a hearing  
10 on the claim not less than five nor more than 15 days after the  
11 claim is filed with the court.

12 (2) Presenting a completed claim form in person with  
13 identification to the sheriff, marshal, or other levying officer as  
14 prescribed in this section, and delivering to the court within two  
15 court days after its presentation, the appropriate fee or form for  
16 proceeding in forma pauperis without delivering the amount  
17 equivalent to 15 days' rent. In this case, the court shall immediately  
18 set a hearing on the claim to be held on the fifth day after the filing  
19 is completed. The court shall notify the claimant of the hearing  
20 date at the time the claimant completes the filing by delivering to  
21 the court the appropriate fee or form for proceeding in forma  
22 pauperis, and shall notify the plaintiff of the hearing date by  
23 first-class mail. Upon receipt of a claim of right to possession, the  
24 sheriff, marshal, or other levying officer shall indicate thereon the  
25 date and time of its receipt and forthwith deliver the original to  
26 the issuing court and a receipt or copy of the claim to the claimant  
27 and notify the plaintiff of that fact.

28 (d) At the hearing, the court shall determine whether there is a  
29 valid claim of possession by the claimant who filed the claim, and  
30 the court shall consider all evidence produced at the hearing,  
31 including, but not limited to, the information set forth in the claim.  
32 The court may determine the claim to be valid or invalid based  
33 upon the evidence presented at the hearing. The court shall  
34 determine the claim to be invalid if the court determines that the  
35 claimant is an invitee, licensee, guest, or trespasser. If the court  
36 determines the claim is invalid, the court shall order the return to  
37 the claimant of the amount of the 15 days' rent paid by the  
38 claimant, if that amount was paid pursuant to paragraph (1) or (3)  
39 of subdivision (c), less a pro rata amount for each day that  
40 enforcement of the judgment was delayed by reason of making



1 the claim of right to possession, which pro rata amount shall be  
2 paid to the landlord. If the court determines the claim is valid, the  
3 amount equal to 15 days' rent paid by the claimant shall be returned  
4 immediately to the claimant.

5 (e) If, upon hearing, the court determines that the claim is valid,  
6 then the court shall order further proceedings as follows:

7 (1) If the unlawful detainer is based upon a curable breach, and  
8 the claimant was not previously served with a proper notice, if any  
9 notice is required, then the required notice may at the plaintiff's  
10 discretion be served on the claimant at the hearing or thereafter.  
11 If the claimant does not cure the breach within the required time,  
12 then a supplemental complaint may be filed and served on the  
13 claimant as defendant if the plaintiff proceeds against the claimant  
14 in the same action. For the purposes of this section only, service  
15 of the required notice, if any notice is required, and of the  
16 supplemental complaint may be made by first-class mail addressed  
17 to the claimant at the subject premises or upon his or her attorney  
18 of record and, in either case, Section 1013 shall otherwise apply.  
19 Further proceedings on the merits of the claimant's continued right  
20 to possession after service of the Summons and Supplemental  
21 Complaint as prescribed by this subdivision shall be conducted  
22 pursuant to this chapter.

23 (2) In all other cases, the court shall deem the unlawful detainer  
24 Summons and Complaint to be amended on their faces to include  
25 the claimant as defendant, service of the Summons and Complaint,  
26 as thus amended, may at the plaintiff's discretion be made at the  
27 hearing or thereafter, and the claimant thus named and served as  
28 a defendant in the action shall answer or otherwise respond within  
29 five days thereafter.

30 (f) If a claim is made without delivery to the court of the  
31 appropriate filing fee or a form for proceeding in forma pauperis,  
32 as prescribed in this section, the claim shall be immediately deemed  
33 denied and the court shall so order. Upon the denial of the claim,  
34 the court shall immediately deliver an endorsed copy of the order  
35 to the levying officer and shall serve an endorsed copy of the order  
36 on the plaintiff and claimant by first-class mail.

37 (g) If the claim of right to possession is denied pursuant to  
38 subdivision (f), or if the claimant fails to appear at the hearing or,  
39 upon hearing, if the court determines that there are no valid claims,  
40 or if the claimant does not prevail at a trial on the merits of the

1 unlawful detainer action, the court shall order the levying officer  
2 to proceed with enforcement of the original writ of possession of  
3 real property as deemed amended to include the claimant, which  
4 shall be effected within a reasonable time not to exceed five days.  
5 Upon receipt of the court's order, the levying officer shall enforce  
6 the writ of possession of real property against any occupant or  
7 occupants.  
8 (h) The claim of right to possession shall be made on the  
9 following form:

CLAIMANT OR CLAIMANT'S ATTORNEY (Name and Address):	TELEPHONE NO.	FOR COURT USE ONLY
ATTORNEY FOR (Name):		
NAME OF COURT: STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF:		
DEFENDANT:		
CLAIM OF RIGHT TO POSSESSION AND NOTICE OF HEARING		
		CASE NUMBER:
<div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: fit-content;"> <p>(For levying officer use only)</p> <p>Completed form was received on</p> <p>Date: _____ Time: _____</p> <p>By: _____</p> </div>		

Complete this form only if ALL of these statements are true:

1. You are NOT named in the accompanying form called Writ of Possession.
2. You occupied the premises on or before the date the unlawful detainer (eviction) action was filed.  
(The date is in the accompanying Writ of Possession.)
3. You still occupy the premises.
4. A Prejudgment Claim of Right to Possession form was NOT served with the Summons and Complaint OR this eviction results from a foreclosure.

NOTICE: If you are being evicted because of foreclosure, you have additional rights and should seek legal assistance immediately.

I DECLARE THE FOLLOWING UNDER PENALTY OF PERJURY:

1. My name is (specify):
2. I reside at (street address, unit no., city and ZIP Code):
3. The address of "the premises" subject to this claim is (address):  
Check here ☐ if this property was foreclosed on
4. On (insert date): \_\_\_\_\_, the owner, landlord, or the landlord's authorized agent filed a complaint to recover possession of the premises.  
(This date is in the accompanying Writ of Possession.)
5. I occupied the premises on the date the complaint was filed (the date in item 4). I have continued to occupy the premises ever since.
6. I was at least 18 years of age on the date the complaint was filed (the date in item 4).

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CLAIM OF RIGHT TO POSSESSION AND NOTICE OF HEARING

7. I claim a right to possession of the premises because I occupied the premises on the date the complaint was filed (the date in item 4).
8. I was not named in the Writ of Possession.
9. I understand that if I make this claim of possession, a court hearing will be held to decide whether my claim will be granted.
10. (Filing fee) To obtain a court hearing on my claim, I understand that after I present this form to the levying officer I must go to the court and pay a filing fee of \$ \_\_\_\_\_ or file with the court "Application for Waiver of Court Fees and Costs." I understand that if I don't pay the filing fee or file the form for waiver of court fees within 2 court days, the court will immediately deny my claim.
11. (Immediate court hearing unless you deposit 15 days' rent) To obtain a court hearing on my claim, I understand I must also present a copy of this completed complaint form or a receipt from the levying officer. I also understand the date of my hearing will be set immediately if I do not deliver to the court an amount equal to 15 days' rent.
12. I am filing my claim in the following manner (check the box that shows how you are filing your claim. Note that you must deliver to the court a copy of the claim form or a levying officer's receipt):
  - a. ☐ I presented this claim form to the sheriff, marshal, or other levying officer, and within two court days I shall deliver to the court the following: (1) a copy of this completed claim form or a receipt, (2) the court filing fee or form for proceeding in forma pauperis, and (3) an amount equal to 15 days' rent; or
  - b. ☐ I presented this claim form to the sheriff, marshal, or other levying officer, and within two court days I shall deliver to the court (1) a copy of this completed claim form or a receipt, and (2) the court filing fee or form for proceeding in forma pauperis.

**IMPORTANT:** Do not take a copy of this claim form to the court unless you have first given the form to the sheriff, marshal, or other levying officer.

(To be completed by the court.)

Date of Hearing: \_\_\_\_\_ Time: \_\_\_\_\_ Dept. or Div.: \_\_\_\_\_ Room: \_\_\_\_\_  
 Address of court: \_\_\_\_\_

**NOTICE:** If you fail to appear at this hearing you will be evicted without further hearing.

13. Rental agreement. I have (check all that apply to you):

- a. ☐ an oral rental agreement with the landlord.
- b. ☐ a written rental agreement with the landlord.
- c. ☐ an oral rental agreement with a person other than the landlord.
- d. ☐ a written rental agreement with a person other than the landlord.
- e. ☐ a rental agreement with the former owner who lost the property through foreclosure.

(f) ☐ other (explain):

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

WARNING: Perjury is a felony punishable by imprisonment in the state prison.

Date:

.....  
(TYPE OR PRINT NAME)

\_\_\_\_\_  
(SIGNATURE OF CLAIMANT)

NOTICE: If your claim to possession is found to be valid, the unlawful detainer action against you will be determined at trial. At trial, you may be found liable for rent, costs, and, in some cases, treble damages.

**NOTICE TO OCCUPANTS**

**YOU MUST ACT AT ONCE IF ALL THE FOLLOWING ARE TRUE:**

- (1) You are not named, in the accompanying form called Writ of Possession;
- (2) You occupied the premises on or before the date the unlawful detainer (eviction) action was filed; and
- (3) You still occupy the premises.
- (4) A Prejudgment Claim of Right to Possession form was NOT served with the Summons and Complaint OR you are being evicted due to foreclosure.

**You can complete and SUBMIT THIS CLAIM FORM**

- (1) Before the date of eviction at the sheriff's or marshal's office located at: (address)
- (2) OR at the premises at the time of the eviction. (Give this form to the officer who comes to evict you.)

If you do not complete and submit this form (and pay a filing fee or file the form for proceeding in forma pauperis if you cannot pay the fee), **YOU WILL BE EVICTED** along with the parties named in the writ.

After this form is properly filed, A HEARING WILL BE HELD to decide your claim. If you do not appear at the hearing, you will be evicted without further hearing.

CLAIM OF RIGHT TO POSSESSION AND NOTICE OF HEARING

1     ~~SEC. 9.~~

2     *SEC. 10.* Section 1501.5 of the Code of Civil Procedure is  
3 amended to read:

4     1501.5. (a) Notwithstanding any provision of law to the  
5 contrary, property received by the state under this chapter shall  
6 not permanently escheat to the state.

7     (b) The Legislature finds and declares that this section is  
8 declaratory of the existing law and sets forth the intent of the  
9 Legislature regarding the Uniform Disposition of Unclaimed  
10 Property Act (Chapter 1809, Statutes of 1959) and all amendments  
11 thereto and revisions thereof. Any opinions, rulings, orders,  
12 judgments, or other statements to the contrary by any court are  
13 erroneous and inconsistent with the intent of the Legislature.

14     (c) It is the intent of the Legislature that property owners be  
15 reunited with their property. In making changes to the unclaimed  
16 property program, the Legislature intends to adopt a more  
17 expansive notification program that will provide all of the  
18 following:

19     (1) Notification by the state to all owners of unclaimed property  
20 prior to escheatment.

21     (2) A more expansive postescheatment policy that takes action  
22 to identify those owners of unclaimed property.

23     (3) A waiting period of not less than seven years from delivery  
24 of property to the state prior to disposal of any unclaimed property  
25 deemed to have no commercial value.

26     ~~SEC. 10.~~

27     *SEC. 11.* Section 1571 of the Code of Civil Procedure is  
28 amended to read:

29     1571. (a) The Controller may at reasonable times and upon  
30 reasonable notice examine the records of any person if the  
31 Controller has reason to believe that the person is a holder who  
32 has failed to report property that should have been reported  
33 pursuant to this chapter.

34     (b) When requested by the Controller, the examination shall be  
35 conducted by any licensing or regulating agency otherwise  
36 empowered by the laws of this state to examine the records of the  
37 holder. For the purpose of determining compliance with this  
38 chapter, the Commissioner of Business Oversight is vested with  
39 full authority to examine the records of any banking organization

1 and any savings association doing business within this state but  
2 not organized under the laws of or created in this state.

3 (c) Following a public hearing, the Controller shall adopt  
4 guidelines as to the policies and procedures governing the activity  
5 of third-party auditors who are hired by the Controller.

6 (d) Following a public hearing, the Controller shall adopt  
7 guidelines, on or before July 1, 1999, establishing forms, policies,  
8 and procedures to enable a person to dispute or appeal the results  
9 of any record examination conducted pursuant to this section.

10 ~~SEC. 11.~~

11 *SEC. 12.* Section 1987 of the Code of Civil Procedure is  
12 amended to read:

13 1987. (a) Except as provided in Sections 68097.1 to 68097.8,  
14 inclusive, of the Government Code, the service of a subpoena is  
15 made by delivering a copy, or a ticket containing its substance, to  
16 the witness personally, giving or offering to the witness at the same  
17 time, if demanded by him or her, the fees to which he or she is  
18 entitled for travel to and from the place designated, and one day's  
19 attendance there. The service shall be made so as to allow the  
20 witness a reasonable time for preparation and travel to the place  
21 of attendance. The service may be made by any person. If service  
22 is to be made on a minor, service shall be made on the minor's  
23 parent, guardian, conservator, or similar fiduciary, or if one of  
24 those persons cannot be located with reasonable diligence, service  
25 shall be made on any person having the care or control of the minor  
26 or with whom the minor resides or by whom the minor is  
27 employed, and on the minor if the minor is 12 years of age or older.  
28 If the minor is alleged to come within the description of Section  
29 300, 601, or 602 of the Welfare and Institutions Code and the  
30 minor is not in the custody of a parent or guardian, regardless of  
31 the age of the minor, service also shall be made upon the designated  
32 agent for service of process at the county child welfare department  
33 or the probation department under whose jurisdiction the minor  
34 has been placed.

35 (b) In the case of the production of a party to the record of any  
36 civil action or proceeding or of a person for whose immediate  
37 benefit an action or proceeding is prosecuted or defended or of  
38 anyone who is an officer, director, managing agent, or employee  
39 of any such party or person, the service of a subpoena upon any  
40 such witness is not required if written notice requesting the witness



1 to attend before a court, or at a trial of an issue therein, with the  
2 time and place thereof, is served upon the attorney of that party or  
3 person. The notice shall be served at least 10 days before the time  
4 required for attendance unless the court prescribes a shorter time.  
5 If entitled thereto, the witness, upon demand, shall be paid witness  
6 fees and mileage before being required to testify. The giving of  
7 the notice shall have the same effect as service of a subpoena on  
8 the witness, and the parties shall have those rights and the court  
9 may make those orders, including the imposition of sanctions, as  
10 in the case of a subpoena for attendance before the court.

11 (c) (1) If the notice specified in subdivision (b) is served at  
12 least 20 days before the time required for attendance, or within  
13 any shorter period of time as the court may order, it may include  
14 a request that the party or person bring with him or her books,  
15 documents, electronically stored information, or other things. The  
16 notice shall state the exact materials or things desired and that the  
17 party or person has them in his or her possession or under his or  
18 her control. Within five days thereafter, or any other time period  
19 as the court may allow, the party or person of whom the request  
20 is made may serve written objections to the request or any part  
21 thereof, with a statement of grounds. Thereafter, upon noticed  
22 motion of the requesting party, accompanied by a showing of good  
23 cause and of materiality of the items to the issues, the court may  
24 order production of items to which objection was made, unless the  
25 objecting party or person establishes good cause for nonproduction  
26 or production under limitations or conditions. The procedure of  
27 this subdivision is an alternative to the procedure provided by  
28 Sections 1985 and 1987.5 in the cases herein provided for, and no  
29 subpoena duces tecum shall be required.

30 (2) Subject to this subdivision, the notice provided in this  
31 subdivision shall have the same effect as is provided in subdivision  
32 (b) as to a notice for attendance of that party or person.

33 ~~SEC. 12.~~

34 *SEC. 13.* Section 2025.510 of the Code of Civil Procedure is  
35 amended to read:

36 2025.510. (a) Unless the parties agree otherwise, the testimony  
37 at a deposition recorded by stenographic means shall be transcribed.

38 (b) The party noticing the deposition shall bear the cost of the  
39 transcription, unless the court, on motion and for good cause  
40 shown, orders that the cost be borne or shared by another party.

1 (c) Notwithstanding subdivision (b) of Section 2025.320, any  
2 other party or the deponent, at the expense of that party or  
3 deponent, may obtain a copy of the transcript.

4 (d) If the deposition officer receives a request from a party for  
5 an original or a copy of the deposition transcript, or any portion  
6 thereof, and the full or partial transcript will be available to that  
7 party prior to the time the original or copy would be available to  
8 any other party, the deposition officer shall immediately notify all  
9 other parties attending the deposition of the request, and shall,  
10 upon request by any party other than the party making the original  
11 request, make that copy of the full or partial deposition transcript  
12 available to all parties at the same time.

13 (e) Stenographic notes of depositions shall be retained by the  
14 reporter for a period of not less than eight years from the date of  
15 the deposition, where no transcript is produced, and not less than  
16 one year from the date on which the transcript is produced. The  
17 notes may be either on paper or electronic media, as long as it  
18 allows for satisfactory production of a transcript at any time during  
19 the periods specified.

20 (f) At the request of any other party to the action, including a  
21 party who did not attend the taking of the deposition testimony,  
22 any party who records or causes the recording of that testimony  
23 by means of audio or video technology shall promptly do both of  
24 the following:

25 (1) Permit that other party to hear the audio recording or to view  
26 the video recording.

27 (2) Furnish a copy of the audio or video recording to that other  
28 party on receipt of payment of the reasonable cost of making that  
29 copy of the recording.

30 (g) If the testimony at the deposition is recorded both  
31 stenographically and by audio or video technology, the  
32 stenographic transcript shall be the official record of that testimony  
33 for the purpose of the trial and any subsequent hearing or appeal.

34 (h) (1) The requesting attorney or party appearing in propria  
35 persona shall timely pay the deposition officer or the entity  
36 providing the services of the deposition officer for the transcription  
37 or copy of the transcription described in subdivision (b) or (c), and  
38 any other deposition product or service that is requested either  
39 orally or in writing.

1 (2) This subdivision shall apply unless responsibility for the  
2 payment is otherwise provided by law or unless the deposition  
3 officer or entity is notified in writing at the time the services or  
4 products are requested that the party or another identified person  
5 will be responsible for payment.

6 (3) This subdivision does not prohibit or supersede an agreement  
7 between an attorney and a party allocating responsibility for the  
8 payment of deposition costs to the party.

9 (4) Unless the parties agree otherwise, if a party or a party's  
10 attorney disputes the reasonableness of fees charged by a deposition  
11 officer or an entity providing the services of a deposition officer  
12 for the transcription or copy of the transcription described in  
13 subdivision (b) or (c), or any other deposition product or service  
14 requested orally or in writing, the party or attorney shall file an  
15 independent civil action to determine the reasonableness of the  
16 fees.

17 (5) The requesting attorney or party appearing in propria  
18 persona, upon the written request of a deposition officer who has  
19 obtained a final judgment for payment of services provided  
20 pursuant to this subdivision, shall provide to the deposition officer  
21 an address that can be used to effectuate service for the purpose  
22 of Section 708.110 in the manner specified in Section 415.10.

23 (i) For purposes of this section, "deposition product or service"  
24 means any product or service provided in connection with a  
25 deposition that qualifies as shorthand reporting, as described in  
26 Section 8017 of the Business and Professions Code, and any  
27 product or service derived from that shorthand reporting.

28 ~~SEC. 13.~~

29 *SEC. 14.* Section 912 of the Evidence Code is amended to read:

30 912. (a) Except as otherwise provided in this section, the right  
31 of any person to claim a privilege provided by Section 954  
32 (lawyer-client privilege), 966 (lawyer referral service-client  
33 privilege), 980 (privilege for confidential marital communications),  
34 994 (physician-patient privilege), 1014 (psychotherapist-patient  
35 privilege), 1033 (privilege of penitent), 1034 (privilege of clergy  
36 member), 1035.8 (sexual assault counselor-victim privilege),  
37 1037.5 (domestic violence counselor-victim privilege), or 1038  
38 (human trafficking caseworker-victim privilege) is waived with  
39 respect to a communication protected by the privilege if any holder  
40 of the privilege, without coercion, has disclosed a significant part

1 of the communication or has consented to disclosure made by  
2 anyone. Consent to disclosure is manifested by any statement or  
3 other conduct of the holder of the privilege indicating consent to  
4 the disclosure, including failure to claim the privilege in any  
5 proceeding in which the holder has legal standing and the  
6 opportunity to claim the privilege.

7 (b) Where two or more persons are joint holders of a privilege  
8 provided by Section 954 (lawyer-client privilege), 966 (lawyer  
9 referral service-client privilege), 994 (physician-patient privilege),  
10 1014 (psychotherapist-patient privilege), 1035.8 (sexual assault  
11 counselor-victim privilege), 1037.5 (domestic violence  
12 counselor-victim privilege), or 1038 (human trafficking  
13 caseworker-victim privilege), a waiver of the right of a particular  
14 joint holder of the privilege to claim the privilege does not affect  
15 the right of another joint holder to claim the privilege. In the case  
16 of the privilege provided by Section 980 (privilege for confidential  
17 marital communications), a waiver of the right of one spouse to  
18 claim the privilege does not affect the right of the other spouse to  
19 claim the privilege.

20 (c) A disclosure that is itself privileged is not a waiver of any  
21 privilege.

22 (d) A disclosure in confidence of a communication that is  
23 protected by a privilege provided by Section 954 (lawyer-client  
24 privilege), 966 (lawyer referral service-client privilege), 994  
25 (physician-patient privilege), 1014 (psychotherapist-patient  
26 privilege), 1035.8 (sexual assault counselor-victim privilege),  
27 1037.5 (domestic violence counselor-victim privilege), or 1038  
28 (human trafficking caseworker-victim privilege), when disclosure  
29 is reasonably necessary for the accomplishment of the purpose for  
30 which the lawyer, lawyer referral service, physician,  
31 psychotherapist, sexual assault counselor, domestic violence  
32 counselor, or human trafficking caseworker was consulted, is not  
33 a waiver of the privilege.

34 ~~SEC. 14.~~

35 *SEC. 15.* Section 917 of the Evidence Code is amended to read:

36 917. (a) If a privilege is claimed on the ground that the matter  
37 sought to be disclosed is a communication made in confidence in  
38 the course of the lawyer-client, lawyer referral service-client,  
39 physician-patient, psychotherapist-patient, clergy-penitent,  
40 husband-wife, sexual assault counselor-victim, domestic violence

1 counselor-victim, or human trafficking caseworker-victim  
2 relationship, the communication is presumed to have been made  
3 in confidence and the opponent of the claim of privilege has the  
4 burden of proof to establish that the communication was not  
5 confidential.

6 (b) A communication between persons in a relationship listed  
7 in subdivision (a) does not lose its privileged character for the sole  
8 reason that it is communicated by electronic means or because  
9 persons involved in the delivery, facilitation, or storage of  
10 electronic communication may have access to the content of the  
11 communication.

12 (c) For purposes of this section, “electronic” has the same  
13 meaning provided in Section 1633.2 of the Civil Code.

14 ~~SEC. 15.~~

15 *SEC. 16.* Section 1038.2 of the Evidence Code is amended to  
16 read:

17 1038.2. (a) As used in this article, “victim” means any person  
18 who is a “trafficking victim” as defined in Section 236.1 of the  
19 Penal Code.

20 (b) As used in this article, “human trafficking caseworker”  
21 means any of the following:

22 (1) A person who is employed by any organization providing  
23 the programs specified in Section 18294 of the Welfare and  
24 Institutions Code, whether financially compensated or not, for the  
25 purpose of rendering advice or assistance to victims of human  
26 trafficking, who has received specialized training in the counseling  
27 of human trafficking victims, and who meets one of the following  
28 requirements:

29 (A) Has a master’s degree in counseling or a related field; or  
30 has one year of counseling experience, at least six months of which  
31 is in the counseling of human trafficking victims.

32 (B) Has at least 40 hours of training as specified in this  
33 paragraph and is supervised by an individual who qualifies as a  
34 counselor under subparagraph (A), or is a psychotherapist, as  
35 defined in Section 1010. The training, supervised by a person  
36 qualified under subparagraph (A), shall include, but need not be  
37 limited to, the following areas: history of human trafficking, civil  
38 and criminal law as it relates to human trafficking, societal attitudes  
39 toward human trafficking, peer counseling techniques, housing,  
40 public assistance, and other financial resources available to meet

1 the financial needs of human trafficking victims, and referral  
2 services available to human trafficking victims. A portion of this  
3 training must include an explanation of privileged communication.

4 (2) A person who is employed by any organization providing  
5 the programs specified in Section 13835.2 of the Penal Code,  
6 whether financially compensated or not, for the purpose of  
7 counseling and assisting human trafficking victims, and who meets  
8 one of the following requirements:

9 (A) Is a psychotherapist as defined in Section 1010, has a  
10 master's degree in counseling or a related field, or has one year of  
11 counseling experience, at least six months of which is in rape  
12 assault counseling.

13 (B) Has the minimum training for human trafficking counseling  
14 required by guidelines established by the employing agency  
15 pursuant to subdivision (c) of Section 13835.10 of the Penal Code,  
16 and is supervised by an individual who qualifies as a counselor  
17 under subparagraph (A). The training, supervised by a person  
18 qualified under subparagraph (A), shall include, but not be limited  
19 to, law, victimology, counseling techniques, client and system  
20 advocacy, and referral services. A portion of this training must  
21 include an explanation of privileged communication.

22 (c) As used in this article, "confidential communication" means  
23 information transmitted between the victim and the caseworker in  
24 the course of their relationship and in confidence by a means which,  
25 so far as the victim is aware, discloses the information to no third  
26 persons other than those who are present to further the interests of  
27 the victim in the consultation or those to whom disclosures are  
28 reasonably necessary for the transmission of the information or an  
29 accomplishment of the purposes for which the human trafficking  
30 counselor is consulted. It includes all information regarding the  
31 facts and circumstances involving all incidences of human  
32 trafficking.

33 (d) As used in this article, "holder of the privilege" means the  
34 victim when he or she has no guardian or conservator, or a guardian  
35 or conservator of the victim when the victim has a guardian or  
36 conservator.

37 ~~SEC. 16.~~

38 *SEC. 17.* Section 504 of the Family Code is amended to read:

39 504. A confidential marriage license is valid only for a period  
40 of 90 days after its issuance by the county clerk.

1     ~~SEC. 17.~~

2     *SEC. 18.* Section 2251 of the Family Code is amended to read:

3     2251. (a) If a determination is made that a marriage is void or  
4 voidable and the court finds that either party or both parties  
5 believed in good faith that the marriage was valid, the court shall:

6         (1) Declare the party or parties to have the status of a putative  
7 spouse.

8         (2) If the division of property is in issue, divide, in accordance  
9 with Division 7 (commencing with Section 2500), that property  
10 acquired during the union which would have been community  
11 property or quasi-community property if the union had not been  
12 void or voidable. This property is known as “quasi-marital  
13 property.”

14         (b) If the court expressly reserves jurisdiction, it may make the  
15 property division at a time after the judgment.

16         (c) A court shall not make the orders or declarations authorized  
17 in subdivision (a) unless the party or parties that believed in good  
18 faith that the marriage was valid request the court to do so.

19     ~~SEC. 18.~~

20     *SEC. 19.* Section 831.7 of the Government Code is amended  
21 to read:

22     831.7. (a) Neither a public entity nor a public employee is  
23 liable to any person who participates in a hazardous recreational  
24 activity, including any person who assists the participant, or to any  
25 spectator who knew or reasonably should have known that the  
26 hazardous recreational activity created a substantial risk of injury  
27 to himself or herself and was voluntarily in the place of risk, or  
28 having the ability to do so failed to leave, for any damage or injury  
29 to property or persons arising out of that hazardous recreational  
30 activity.

31         (b) As used in this section, “hazardous recreational activity”  
32 means a recreational activity conducted on property of a public  
33 entity that creates a substantial, as distinguished from a minor,  
34 trivial, or insignificant, risk of injury to a participant or a spectator.

35         “Hazardous recreational activity” also means:

36             (1) Water contact activities, except diving, in places where, or  
37 at a time when, lifeguards are not provided and reasonable warning  
38 thereof has been given, or the injured party should reasonably have  
39 known that there was no lifeguard provided at the time.



1 (2) Any form of diving into water from other than a diving board  
2 or diving platform, or at any place or from any structure where  
3 diving is prohibited and reasonable warning thereof has been given.

4 (3) Animal riding, including equestrian competition, archery,  
5 bicycle racing or jumping, bicycle motocross, mountain bicycling,  
6 boating, cross-country and downhill skiing, hang gliding, kayaking,  
7 motorized vehicle racing, off-road motorcycling or four-wheel  
8 driving of any kind, orienteering, pistol and rifle shooting, rock  
9 climbing, rocketeering, rodeo, self-contained underwater breathing  
10 apparatus (SCUBA) diving, spelunking, skydiving, sport  
11 parachuting, paragliding, body contact sports, surfing,  
12 trampolining, tree climbing, tree rope swinging, waterskiing, white  
13 water rafting, and windsurfing. For the purposes of this subdivision,  
14 “mountain bicycling” does not include riding a bicycle on paved  
15 pathways, roadways, or sidewalks. For the purpose of this  
16 paragraph, “body contact sports” means sports in which it is  
17 reasonably foreseeable that there will be rough bodily contact with  
18 one or more participants.

19 (c) (1) Notwithstanding subdivision (a), this section does not  
20 limit liability that would otherwise exist for any of the following:

21 (A) Failure of the public entity or employee to guard or warn  
22 of a known dangerous condition or of another hazardous  
23 recreational activity known to the public entity or employee that  
24 is not reasonably assumed by the participant as inherently a part  
25 of the hazardous recreational activity out of which the damage or  
26 injury arose.

27 (B) Damage or injury suffered in any case where permission to  
28 participate in the hazardous recreational activity was granted for  
29 a specific fee. For the purpose of this subparagraph, “specific fee”  
30 does not include a fee or consideration charged for a general  
31 purpose such as a general park admission charge, a vehicle entry  
32 or parking fee, or an administrative or group use application or  
33 permit fee, as distinguished from a specific fee charged for  
34 participation in the specific hazardous recreational activity out of  
35 which the damage or injury arose.

36 (C) Injury suffered to the extent proximately caused by the  
37 negligent failure of the public entity or public employee to properly  
38 construct or maintain in good repair any structure, recreational  
39 equipment or machinery, or substantial work of improvement

1 utilized in the hazardous recreational activity out of which the  
2 damage or injury arose.

3 (D) Damage or injury suffered in any case where the public  
4 entity or employee recklessly or with gross negligence promoted  
5 the participation in or observance of a hazardous recreational  
6 activity. For purposes of this subparagraph, promotional literature  
7 or a public announcement or advertisement that merely describes  
8 the available facilities and services on the property does not in  
9 itself constitute a reckless or grossly negligent promotion.

10 (E) An act of gross negligence by a public entity or a public  
11 employee that is the proximate cause of the injury.

12 (2) Nothing in this subdivision creates a duty of care or basis  
13 of liability for personal injury or damage to personal property.

14 (d) Nothing in this section limits the liability of an independent  
15 concessionaire, or any person or organization other than the public  
16 entity, whether or not the person or organization has a contractual  
17 relationship with the public entity to use the public property, for  
18 injuries or damages suffered in any case as a result of the operation  
19 of a hazardous recreational activity on public property by the  
20 concessionaire, person, or organization.

21 ~~SEC. 19.~~

22 *SEC. 20.* Section 1456 of the Government Code is repealed.

23 ~~SEC. 20.~~

24 *SEC. 21.* Section 6103.13 is added to the Government Code,  
25 to read:

26 6103.13. Except as otherwise provided in this chapter, a probate  
27 referee acting in his or her official capacity upon designation by  
28 the court and who performs any act authorized or required pursuant  
29 to the Probate Code shall be exempt from paying or depositing a  
30 fee for the filing of any document, paper, report, supplemental  
31 report, or objection in any proceeding that may constitute an  
32 appearance by a party to a legal proceeding.

33 ~~SEC. 21.~~

34 *SEC. 22.* Section 8214.15 of the Government Code is amended  
35 to read:

36 8214.15. (a) In addition to any commissioning or disciplinary  
37 sanction, a violation of subdivision (f), (i), (l), (m), or (p) of Section  
38 8214.1, or a willful violation of subdivision (d) of Section 8214.1,  
39 is punishable by a civil penalty not to exceed one thousand five  
40 hundred dollars (\$1,500).

1 (b) In addition to any commissioning or disciplinary sanction,  
2 a violation of subdivision (h), (j), or (k) of Section 8214.1, or a  
3 negligent violation of subdivision (d) of Section 8214.1 is  
4 punishable by a civil penalty not to exceed seven hundred fifty  
5 dollars (\$750).

6 (c) The civil penalty may be imposed by the Secretary of State  
7 if a hearing is not requested pursuant to Section 8214.3. If a hearing  
8 is requested, the hearing officer shall make the determination.

9 (d) Any civil penalties collected pursuant to this section shall  
10 be transferred to the General Fund. It is the intent of the Legislature  
11 that to the extent General Fund moneys are raised by penalties  
12 collected pursuant to this section, that money shall be made  
13 available to the Secretary of State's office to defray its costs of  
14 investigating and pursuing commissioning and monetary remedies  
15 for violations of the notary public law.

16 ~~SEC. 22.~~

17 *SEC. 23.* Section 60371 of the Government Code is amended  
18 to read:

19 60371. (a) If a district furnishes residential light, heat, water,  
20 or power through a master meter, or furnishes individually metered  
21 service in a single-family dwelling, multiunit residential structure,  
22 mobilehome park, or farm labor camp and the owner, manager, or  
23 farm labor employer is the customer of record, the district shall  
24 make every good faith effort to inform the actual users of the  
25 services, by means of written notice, when the account is in arrears,  
26 that service will be terminated in 10 days. The written notice shall  
27 further inform the actual users that they have the right to become  
28 customers of the district without being required to pay the amount  
29 due on the delinquent account. The notice shall be in English and  
30 in the languages listed in Section 1632 of the Civil Code.

31 (b) The district is not required to make service available to the  
32 actual users unless each actual user agrees to the terms and  
33 conditions of service, and meets the requirements of the district's  
34 rules and tariffs. However, if one or more actual users are willing  
35 and able to assume responsibility for the subsequent charges to  
36 the account to the satisfaction of the district, or if there is a physical  
37 means, legally available to the district, of selectively terminating  
38 service to those actual users who have not met the requirements  
39 of the district's rules and tariffs, the district shall make service  
40 available to the actual users who have met those requirements.

1 (c) If prior service for a period of time is a condition for  
2 establishing credit with the district, residence and proof of prompt  
3 payment of rent for that period of time is a satisfactory equivalent.

4 (d) Any actual user who becomes a customer of the district  
5 pursuant to this section whose periodic payments, such as rental  
6 payments, include charges for residential light, heat, water, or  
7 power, where these charges are not separately stated, may deduct  
8 from the periodic payment each payment period all reasonable  
9 charges paid to the district for those services during the preceding  
10 payment period.

11 ~~SEC. 23.~~

12 *SEC. 24.* Section 68085.1 of the Government Code, as amended  
13 by Section 18 of Chapter 41 of the Statutes of 2012, is amended  
14 to read:

15 68085.1. (a) This section applies to all fees and fines that are  
16 collected on or after January 1, 2006, under all of the following:

17 (1) Sections 177.5, 209, 403.060, 491.150, 631.3, 683.150,  
18 704.750, 708.160, 724.100, 1134, 1161.2, 1218, and 1993.2 of,  
19 subdivision (g) of Section 411.20 and subdivisions (c) and (g) of  
20 Section 411.21 of, subdivision (b) of Section 631 of, and Chapter  
21 5.5 (commencing with Section 116.110) of Title 1 of Part 1 of, the  
22 Code of Civil Procedure.

23 (2) Section 3112 of the Family Code.

24 (3) Section 31622 of the Food and Agricultural Code.

25 (4) Subdivision (d) of Section 6103.5, Sections 68086 and  
26 68086.1, subdivision (d) of Section 68511.3, Sections 68926.1 and  
27 69953.5, and Chapter 5.8 (commencing with Section 70600).

28 (5) Section 103470 of the Health and Safety Code.

29 (6) Subdivisions (b) and (c) of Section 166 and Section 1214.1  
30 of the Penal Code.

31 (7) Sections 1835, 1851.5, 2343, 7660, and 13201 of the Probate  
32 Code.

33 (8) Sections 14607.6 and 16373 of the Vehicle Code.

34 (9) Section 71386 of this code, Sections 304, 7851.5, and 9002  
35 of the Family Code, and Section 1513.1 of the Probate Code, if  
36 the reimbursement is for expenses incurred by the court.

37 (10) Section 3153 of the Family Code, if the amount is paid to  
38 the court for the cost of counsel appointed by the court to represent  
39 a child.

1 (b) On and after January 1, 2006, each superior court shall  
2 deposit all fees and fines listed in subdivision (a), as soon as  
3 practicable after collection and on a regular basis, into a bank  
4 account established for this purpose by the Administrative Office  
5 of the Courts. Upon direction of the Administrative Office of the  
6 Courts, the county shall deposit civil assessments under Section  
7 1214.1 of the Penal Code and any other money it collects under  
8 the sections listed in subdivision (a) as soon as practicable after  
9 collection and on a regular basis into the bank account established  
10 for this purpose and specified by the Administrative Office of the  
11 Courts. The deposits shall be made as required by rules adopted  
12 by, and financial policies and procedures authorized by, the Judicial  
13 Council under subdivision (a) of Section 77206. Within 15 days  
14 after the end of the month in which the fees and fines are collected,  
15 each court, and each county that collects any fines or fees under  
16 subdivision (a), shall provide the Administrative Office of the  
17 Courts with a report of the fees by categories as specified by the  
18 Administrative Office of the Courts. The Administrative Office  
19 of the Courts and any court may agree upon a time period greater  
20 than 15 days, but in no case more than 30 days after the end of the  
21 month in which the fees and fines are collected. The fees and fines  
22 listed in subdivision (a) shall be distributed as provided in this  
23 section.

24 (c) (1) Within 45 calendar days after the end of the month in  
25 which the fees and fines listed in subdivision (a) are collected, the  
26 Administrative Office of the Courts shall make the following  
27 distributions:

28 (A) To the small claims advisory services, as described in  
29 subdivision (f) of Section 116.230 of the Code of Civil Procedure.

30 (B) To dispute resolution programs, as described in subdivision  
31 (b) of Section 68085.3 and subdivision (b) of Section 68085.4.

32 (C) To the county law library funds, as described in Sections  
33 116.230 and 116.760 of the Code of Civil Procedure, subdivision  
34 (b) of Section 68085.3, subdivision (b) of Section 68085.4, and  
35 Section 70621 of this code, and Section 14607.6 of the Vehicle  
36 Code.

37 (D) To the courthouse construction funds in the Counties of  
38 Riverside, San Bernardino, and San Francisco, as described in  
39 Sections 70622, 70624, and 70625.

1 (E) Commencing July 1, 2011, to the Trial Court Trust Fund,  
2 as described in subdivision (e) of Section 70626, to be used by the  
3 Judicial Council to implement and administer the civil  
4 representation pilot program under Section 68651.

5 (2) If any distribution under this subdivision is delinquent, the  
6 Administrative Office of the Courts shall add a penalty to the  
7 distribution as specified in subdivision (i).

8 (d) Within 45 calendar days after the end of the month in which  
9 the fees and fines listed in subdivision (a) are collected, the  
10 amounts remaining after the distributions in subdivision (c) shall  
11 be transmitted to the State Treasury for deposit in the Trial Court  
12 Trust Fund and other funds as required by law. This remittance  
13 shall be accompanied by a remittance advice identifying the  
14 collection month and the appropriate account in the Trial Court  
15 Trust Fund or other fund to which it is to be deposited. Upon the  
16 receipt of any delinquent payment required under this subdivision,  
17 the Controller shall calculate a penalty as provided under  
18 subdivision (i).

19 (e) From the money transmitted to the State Treasury under  
20 subdivision (d), the Controller shall make deposits as follows:

21 (1) Into the State Court Facilities Construction Fund, the Judges'  
22 Retirement Fund, and the Equal Access Fund, as described in  
23 subdivision (c) of Section 68085.3 and subdivision (c) of Section  
24 68085.4.

25 (2) Into the Health Statistics Special Fund, as described in  
26 subdivision (b) of Section 70670 of this code and Section 103730  
27 of the Health and Safety Code.

28 (3) Into the Family Law Trust Fund, as described in Section  
29 70674.

30 (4) Into the Immediate and Critical Needs Account of the State  
31 Court Facilities Construction Fund, established in Section 70371.5,  
32 as described in Sections 68085.3, 68085.4, and 70657.5, and  
33 subdivision (e) of Section 70617.

34 (5) The remainder of the money shall be deposited into the Trial  
35 Court Trust Fund.

36 (f) The amounts collected by each superior court under Section  
37 116.232, subdivision (g) of Section 411.20, and subdivision (g) of  
38 Section 411.21 of the Code of Civil Procedure, Sections 304, 3112,  
39 3153, 7851.5, and 9002 of the Family Code, subdivision (d) of  
40 Section 6103.5, subdivision (d) of Section 68511.3 and Sections

1 68926.1, 69953.5, 70627, 70631, 70640, 70661, 70678, and 71386  
2 of this code, and Sections 1513.1, 1835, 1851.5, and 2343 of the  
3 Probate Code shall be added to the monthly apportionment for that  
4 court under subdivision (a) of Section 68085.

5 (g) If any of the fees provided in subdivision (a) are partially  
6 waived by court order or otherwise reduced, and the fee is to be  
7 divided between the Trial Court Trust Fund and any other fund or  
8 account, the amount of the reduction shall be deducted from the  
9 amount to be distributed to each fund in the same proportion as  
10 the amount of each distribution bears to the total amount of the  
11 fee. If the fee is paid by installment payments, the amount  
12 distributed to each fund or account from each installment shall  
13 bear the same proportion to the installment payment as the full  
14 distribution to that fund or account does to the full fee. If a court  
15 collects a fee that was incurred before January 1, 2006, under a  
16 provision that was the predecessor to one of the paragraphs  
17 contained in subdivision (a), the fee may be deposited as if it were  
18 collected under the paragraph of subdivision (a) that corresponds  
19 to the predecessor of that paragraph and distributed in prorated  
20 amounts to each fund or account to which the fee in subdivision  
21 (a) must be distributed.

22 (h) Except as provided in Sections 470.5 and 6322.1 of the  
23 Business and Professions Code, and Sections 70622, 70624, and  
24 70625 of this code, an agency shall not take action to change the  
25 amounts allocated to any of the funds described in subdivision (c),  
26 (d), or (e).

27 (i) The amount of the penalty on any delinquent payment under  
28 subdivision (c) or (d) shall be calculated by multiplying the amount  
29 of the delinquent payment at a daily rate equivalent to 1 ½ percent  
30 per month for the number of days the payment is delinquent. The  
31 penalty shall be paid from the Trial Court Trust Fund. Penalties  
32 on delinquent payments under subdivision (d) shall be calculated  
33 only on the amounts to be distributed to the Trial Court Trust Fund  
34 and the State Court Facilities Construction Fund, and each penalty  
35 shall be distributed proportionately to the funds to which the  
36 delinquent payment was to be distributed.

37 (j) If a delinquent payment under subdivision (c) or (d) results  
38 from a delinquency by a superior court under subdivision (b), the  
39 court shall reimburse the Trial Court Trust Fund for the amount  
40 of the penalty. Notwithstanding Section 77009, any penalty on a



1 delinquent payment that a court is required to reimburse pursuant  
2 to this section shall be paid from the court operations fund for that  
3 court. The penalty shall be paid by the court to the Trial Court  
4 Trust Fund no later than 45 days after the end of the month in  
5 which the penalty was calculated. If the penalty is not paid within  
6 the specified time, the Administrative Office of the Courts may  
7 reduce the amount of a subsequent monthly allocation to the court  
8 by the amount of the penalty on the delinquent payment.

9 (k) If a delinquent payment under subdivision (c) or (d) results  
10 from a delinquency by a county in transmitting fees and fines listed  
11 in subdivision (a) to the bank account established for this purpose,  
12 as described in subdivision (b), the county shall reimburse the Trial  
13 Court Trust Fund for the amount of the penalty. The penalty shall  
14 be paid by the county to the Trial Court Trust Fund no later than  
15 45 days after the end of the month in which the penalty was  
16 calculated.

17 (l) This section shall become inoperative on July 1, 2017, and,  
18 as of January 1, 2018, is repealed, unless a later enacted statute,  
19 that becomes operative on or before January 1, 2018, deletes or  
20 extends the dates on which it becomes inoperative and is repealed.

21 ~~SEC. 24.~~

22 *SEC. 25.* Section 68631 of the Government Code is amended  
23 to read:

24 68631. An initial fee waiver shall be granted by the court at  
25 any stage of the proceedings at both the appellate and trial court  
26 levels if an applicant meets the standards of eligibility and  
27 application requirements under Sections 68632 and 68633. An  
28 initial fee waiver excuses the applicant from paying fees for the  
29 first pleading or other paper, and other court fees and costs,  
30 including assessments for court investigations under Section 1513  
31 or 1826 of the Probate Code, as specified in rules adopted by the  
32 Judicial Council, unless the court orders the applicant to make  
33 partial payments under subdivision (c) of Section 68632,  
34 subdivision (d) of Section 68636, or subdivision (e) of Section  
35 68637. Under circumstances set forth in Section 68636, the court  
36 may reconsider the initial fee waiver and order the fee waiver  
37 withdrawn for future fees and costs or deny the fee waiver  
38 retroactively. At the end of the case, the court may recover fees  
39 and costs that were initially waived under circumstances set forth  
40 in Section 68637. Upon establishment of a conservatorship or



guardianship, the court may collect all or part of any fees waived pursuant to this section and Section 68632 from the estate of the conservatee or ward, if the court finds that the estate has the ability to pay the fees, or a portion thereof, immediately, over a period of time, or under some other equitable agreement, without using moneys that normally would pay for the common necessities of life for the applicant and the applicant's family.

~~SEC. 25.~~

*SEC. 26.* Section 68631.5 is added to the Government Code, to read:

68631.5. For purposes of this article, a conservatee, ward, or person for whom a conservatorship or guardianship is sought, shall be deemed the "applicant," and the conservator, guardian, or person or persons seeking to establish the conservatorship or guardianship shall be deemed the "petitioner." In those cases, the petitioner is responsible for completing all forms and providing all information required under this article.

~~SEC. 26.~~

*SEC. 27.* Section 68632 of the Government Code is amended to read:

68632. Permission to proceed without paying court fees and costs because of an applicant's financial condition shall be granted initially to all of the following persons:

(a) An applicant who is receiving public benefits under one or more of the following programs:

(1) Supplemental Security Income (SSI) and State Supplementary Payment (SSP) (Article 5 (commencing with Section 12200) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code).

(2) California Work Opportunity and Responsibility to Kids Act (CalWORKs) (Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code) or a federal Tribal Temporary Assistance for Needy Families (Tribal TANF) grant program (Section 10553.25 of the Welfare and Institutions Code).

(3) Supplemental Nutrition Assistance Program (Chapter 51 (commencing with Section 2011) of Title 7 of the United States Code) or CalFresh (Chapter 10 (commencing with Section 18900) of Part 6 of Division 9 of the Welfare and Institutions Code).

1 (4) County Relief, General Relief (GR), or General Assistance  
2 (GA) (Part 5 (commencing with Section 17000) of Division 9 of  
3 the Welfare and Institutions Code).

4 (5) Cash Assistance Program for Aged, Blind, and Disabled  
5 Legal Immigrants (CAPI) (Chapter 10.3 (commencing with Section  
6 18937) of Part 6 of Division 9 of the Welfare and Institutions  
7 Code).

8 (6) In-Home Supportive Services (IHSS) (Article 7  
9 (commencing with Section 12300) of Chapter 3 of Part 3 of  
10 Division 9 of the Welfare and Institutions Code).

11 (7) Medi-Cal (Chapter 7 (commencing with Section 14000) of  
12 Part 3 of Division 9 of the Welfare and Institutions Code).

13 (b) An applicant whose monthly income is 125 percent or less  
14 of the current poverty guidelines updated periodically in the Federal  
15 Register by the United States Department of Health and Human  
16 Services under the authority of paragraph (2) of Section 9902 of  
17 Title 42 of the United States Code.

18 (c) An applicant who, as individually determined by the court,  
19 cannot pay court fees without using moneys that normally would  
20 pay for the common necessities of life for the applicant and the  
21 applicant's family. Only if a trial court finds that an applicant under  
22 this subdivision can pay a portion of court fees, or can pay court  
23 fees over a period of time, or under some other equitable  
24 arrangement, without using moneys that normally would pay for  
25 the common necessities of life for the applicant and the applicant's  
26 family, the court may grant a partial initial fee waiver using the  
27 notice and hearing procedures set forth in paragraph (5) of  
28 subdivision (e) of Section 68634. "Common necessities of life,"  
29 as used in this article, shall be interpreted consistently with the use  
30 of that term in paragraph (1) of subdivision (c) of Section 706.051  
31 of the Code of Civil Procedure, as that paragraph read prior to  
32 January 1, 2012.

33 (d) A person who files a petition for appointment of a fiduciary  
34 in a guardianship or conservatorship, or files pleadings as the  
35 appointed fiduciary of a conservatee or ward, when the financial  
36 condition of the conservatee or ward meets the standards for a fee  
37 waiver pursuant to subdivision (a), (b), or (c).

38 ~~SEC. 27.~~

39 *SEC. 28.* Section 1569.698 of the Health and Safety Code is  
40 amended to read:

1 1569.698. (a) The State Fire Marshal has proposed that the  
2 State Building Standards Commission adopt building standards to  
3 provide for locked and secured perimeters in residential care  
4 facilities for the elderly that care for persons with dementia:

5 (1) It is acknowledged that these building standards will not  
6 become effective until October 1, 1996.

7 (2) It is the policy of the State Building Standards Commission  
8 that building standards be adopted exclusively into the California  
9 Building Standards Code and not into state statute.

10 (3) However, in recognition of the immediate need of residential  
11 care facilities for the elderly caring for persons with dementia to  
12 provide a secured environment, it is the intent of the Legislature  
13 that the building standards for locked and secured perimeters  
14 proposed by the State Fire Marshal for adoption in the 1994  
15 California Building Standards Code, as set forth in Section  
16 1569.699, be effective upon the date this article becomes operative.

17 (b) (1) Upon the filing of emergency regulations with the  
18 Secretary of State pursuant to subdivision (c), a residential care  
19 facility for the elderly that cares for people with dementia may  
20 utilize secured perimeter fences or locked exit doors, if it meets  
21 the requirements for additional safeguards required by those  
22 regulations.

23 (2) For the purposes of this article, dementia includes  
24 Alzheimer's disease and related disorders, diagnosed by a  
25 physician, that increase the tendency to wander and that decrease  
26 hazard awareness and the ability to communicate.

27 (3) It is the intent of the Legislature in enacting this article that  
28 residential care facilities for the elderly have options for the  
29 security of persons with dementia who are residents of those  
30 facilities that are in addition to existing security exceptions made  
31 for individual residents. It is the further intent of the Legislature  
32 that these additional options shall include the use of waivers of  
33 certain building standards relating to fire safety, to be issued by  
34 the state department with the approval of the State Fire Marshal,  
35 to permit the care of a target group of persons with dementia by  
36 means of secured perimeter fences, or the use of locked exterior  
37 doors. Each waiver request shall include a facility plan of operation  
38 that addresses elements of care to be identified by the department  
39 in regulations and demonstrates the facility's ability to meet the  
40 safety needs of persons with dementia.

1 (4) The department shall adopt regulations that ensure that staff  
2 for secured perimeter facilities receive appropriate and adequate  
3 training in the care of residents with dementia.

4 (5) Nothing in this section is intended to prohibit residential  
5 care facilities for the elderly from accepting or retaining persons  
6 with dementia whose needs can be fully met using care options  
7 permitted by existing law and regulations.

8 (6) It is not the intent of the Legislature to authorize an increase  
9 in the level of care provided in a residential care facility for the  
10 elderly or to establish a supplemental rate structure based on the  
11 services provided in the facility.

12 (7) All admissions to residential care facilities for the elderly  
13 shall continue to be voluntary on the part of the resident or with  
14 the lawful consent of the resident's legal conservator.

15 (c) The department shall adopt regulations to implement  
16 subdivision (b) in accordance with those provisions of the  
17 Administrative Procedure Act contained in Chapter 3.5  
18 (commencing with Section 11340) of Part 1 of Division 3 of Title  
19 2 of the Government Code. The initial adoption of any emergency  
20 regulations following the effective date of the act amending this  
21 section during the 1995–96 Regular Legislative Session shall be  
22 deemed to be an emergency and necessary for the immediate  
23 preservation of the public peace, health and safety, or general  
24 welfare. Emergency regulations adopted pursuant to this  
25 subdivision shall remain in effect for no more than 180 days.

26 (d) In addition to the security options authorized by subdivision  
27 (b), residential care facilities for the elderly that accept or retain  
28 as residents persons with dementia, and that choose to utilize the  
29 security options of egress-control devices of the time-delay type  
30 in addition to secured perimeter fences or locked exit doors, shall  
31 comply with Section 1569.699, or regulations adopted by the State  
32 Building Standards Commission, whichever is operative.

33 (e) A residential care facility for the elderly shall not utilize  
34 special egress-control devices of the time-delay type, secured  
35 perimeter fences, or locked exit doors unless the facility meets the  
36 requirements of Section 1569.699 or the Building Standards  
37 Commission adopts building standards to implement this section.

38 (f) Any person who is not a conservatee and is entering a locked  
39 or secured perimeter facility pursuant to this section, shall sign a

1 statement of voluntary entry. The facility shall retain the original  
2 statement and shall send a copy of the statement to the department.

3 ~~SEC. 28.~~

4 *SEC. 29.* Section 11163.3 of the Penal Code is amended to  
5 read:

6 11163.3. (a) A county may establish an interagency domestic  
7 violence death review team to assist local agencies in identifying  
8 and reviewing domestic violence deaths, including homicides and  
9 suicides, and facilitating communication among the various  
10 agencies involved in domestic violence cases. Interagency domestic  
11 violence death review teams have been used successfully to ensure  
12 that incidents of domestic violence and abuse are recognized and  
13 that agency involvement is reviewed to develop recommendations  
14 for policies and protocols for community prevention and  
15 intervention initiatives to reduce and eradicate the incidence of  
16 domestic violence.

17 (b) For purposes of this section, “abuse” has the meaning set  
18 forth in Section 6203 of the Family Code and “domestic violence”  
19 has the meaning set forth in Section 6211 of the Family Code.

20 (c) A county may develop a protocol that may be used as a  
21 guideline to assist coroners and other persons who perform  
22 autopsies on domestic violence victims in the identification of  
23 domestic violence, in the determination of whether domestic  
24 violence contributed to death or whether domestic violence had  
25 occurred prior to death, but was not the actual cause of death, and  
26 in the proper written reporting procedures for domestic violence,  
27 including the designation of the cause and mode of death.

28 (d) County domestic violence death review teams shall be  
29 comprised of, but not limited to, the following:

- 30 (1) Experts in the field of forensic pathology.
- 31 (2) Medical personnel with expertise in domestic violence abuse.
- 32 (3) Coroners and medical examiners.
- 33 (4) Criminologists.
- 34 (5) District attorneys and city attorneys.
- 35 (6) Domestic violence shelter service staff and battered women’s  
36 advocates.
- 37 (7) Law enforcement personnel.
- 38 (8) Representatives of local agencies that are involved with  
39 domestic violence abuse reporting.

1 (9) County health department staff who deal with domestic  
2 violence victims' health issues.

3 (10) Representatives of local child abuse agencies.

4 (11) Local professional associations of persons described in  
5 paragraphs (1) to (10), inclusive.

6 (e) An oral or written communication or a document shared  
7 within or produced by a domestic violence death review team  
8 related to a domestic violence death review is confidential and not  
9 subject to disclosure or discoverable by a third party. An oral or  
10 written communication or a document provided by a third party  
11 to a domestic violence death review team, or between a third party  
12 and a domestic violence death review team, is confidential and not  
13 subject to disclosure or discoverable by a third party.  
14 Notwithstanding the foregoing, recommendations of a domestic  
15 violence death review team upon the completion of a review may  
16 be disclosed at the discretion of a majority of the members of the  
17 domestic violence death review team.

18 (f) Each organization represented on a domestic violence death  
19 review team may share with other members of the team information  
20 in its possession concerning the victim who is the subject of the  
21 review or any person who was in contact with the victim and any  
22 other information deemed by the organization to be pertinent to  
23 the review. Any information shared by an organization with other  
24 members of a team is confidential. This provision shall permit the  
25 disclosure to members of the team of any information deemed  
26 confidential, privileged, or prohibited from disclosure by any other  
27 statute.

28 (g) Written and oral information may be disclosed to a domestic  
29 violence death review team established pursuant to this section.  
30 The team may make a request in writing for the information sought  
31 and any person with information of the kind described in paragraph  
32 (2) may rely on the request in determining whether information  
33 may be disclosed to the team.

34 (1) An individual or agency that has information governed by  
35 this subdivision shall not be required to disclose information. The  
36 intent of this subdivision is to allow the voluntary disclosure of  
37 information by the individual or agency that has the information.

38 (2) The following information may be disclosed pursuant to this  
39 subdivision:

1 (A) Notwithstanding Section 56.10 of the Civil Code, medical  
2 information.

3 (B) Notwithstanding Section 5328 of the Welfare and  
4 Institutions Code, mental health information.

5 (C) Notwithstanding Section 15633.5 of the Welfare and  
6 Institutions Code, information from elder abuse reports and  
7 investigations, except the identity of persons who have made  
8 reports, which shall not be disclosed.

9 (D) Notwithstanding Section 11167.5 of the Penal Code,  
10 information from child abuse reports and investigations, except  
11 the identity of persons who have made reports, which shall not be  
12 disclosed.

13 (E) State summary criminal history information, criminal  
14 offender record information, and local summary criminal history  
15 information, as defined in Sections 11075, 11105, and 13300 of  
16 the Penal Code.

17 (F) Notwithstanding Section 11163.2 of the Penal Code,  
18 information pertaining to reports by health practitioners of persons  
19 suffering from physical injuries inflicted by means of a firearm or  
20 of persons suffering physical injury where the injury is a result of  
21 assaultive or abusive conduct, and information relating to whether  
22 a physician referred the person to local domestic violence services  
23 as recommended by Section 11161 of the Penal Code.

24 (G) Notwithstanding Section 827 of the Welfare and Institutions  
25 Code, information in any juvenile court proceeding.

26 (H) Information maintained by the Family Court, including  
27 information relating to the Family Conciliation Court Law pursuant  
28 to Section 1818 of the Family Code, and Mediation of Custody  
29 and Visitation Issues pursuant to Section 3177 of the Family Code.

30 (I) Information provided to probation officers in the course of  
31 the performance of their duties, including, but not limited to, the  
32 duty to prepare reports pursuant to Section 1203.10 of the Penal  
33 Code, as well as the information on which these reports are based.

34 (J) Notwithstanding Section 10850 of the Welfare and  
35 Institutions Code, records of in-home supportive services, unless  
36 disclosure is prohibited by federal law.

37 (3) The disclosure of written and oral information authorized  
38 under this subdivision shall apply notwithstanding Sections 2263,  
39 2918, 4982, and 6068 of the Business and Professions Code, or  
40 the lawyer-client privilege protected by Article 3 (commencing



1 with Section 950) of Chapter 4 of Division 8 of the Evidence Code,  
2 the physician-patient privilege protected by Article 6 (commencing  
3 with Section 990) of Chapter 4 of Division 8 of the Evidence Code,  
4 the psychotherapist-patient privilege protected by Article 7  
5 (commencing with Section 1010) of Chapter 4 of Division 8 of  
6 the Evidence Code, the sexual assault counselor-victim privilege  
7 protected by Article 8.5 (commencing with Section 1035) of  
8 Chapter 4 of Division 8 of the Evidence Code, the domestic  
9 violence counselor-victim privilege protected by Article 8.7  
10 (commencing with Section 1037) of Chapter 4 of Division 8 of  
11 the Evidence Code, and the human trafficking caseworker-victim  
12 privilege protected by Article 8.8 (commencing with Section 1038)  
13 of Chapter 4 of Division 8 of the Evidence Code.

14 ~~SEC. 29:~~

15 *SEC. 30.* Section 1811 of the Probate Code is amended to read:

16 1811. (a) Subject to Sections 1813 and 1813.1, the spouse,  
17 domestic partner, or an adult child, parent, brother, or sister of the  
18 proposed conservatee may nominate a conservator in the petition  
19 or at the hearing on the petition.

20 (b) Subject to Sections 1813 and 1813.1, the spouse, domestic  
21 partner, or a parent of the proposed conservatee may nominate a  
22 conservator in a writing signed either before or after the petition  
23 is filed and that nomination remains effective notwithstanding the  
24 subsequent legal incapacity or death of the spouse, domestic  
25 partner, or parent.

26 ~~SEC. 30:~~

27 *SEC. 31.* Section 1812 of the Probate Code is amended to read:

28 1812. (a) Subject to Sections 1810, 1813, and 1813.1, the  
29 selection of a conservator of the person or estate, or both, is solely  
30 in the discretion of the court and, in making the selection, the court  
31 is to be guided by what appears to be for the best interests of the  
32 proposed conservatee.

33 (b) Subject to Sections 1810, 1813, and 1813.1, of persons  
34 equally qualified in the opinion of the court to appointment as  
35 conservator of the person or estate or both, preference is to be  
36 given in the following order:

37 (1) The spouse or domestic partner of the proposed conservatee  
38 or the person nominated by the spouse or domestic partner pursuant  
39 to Section 1811.



1 (2) An adult child of the proposed conservatee or the person  
2 nominated by the child pursuant to Section 1811.

3 (3) A parent of the proposed conservatee or the person  
4 nominated by the parent pursuant to Section 1811.

5 (4) A brother or sister of the proposed conservatee or the person  
6 nominated by the brother or sister pursuant to Section 1811.

7 (5) Any other person or entity eligible for appointment as a  
8 conservator under this code or, if there is no person or entity willing  
9 to act as a conservator, under the Welfare and Institutions Code.

10 (c) The preference for any nominee for appointment under  
11 paragraphs (2), (3), and (4) of subdivision (b) is subordinate to the  
12 preference for any other parent, child, brother, or sister in that  
13 class.

14 ~~SEC. 31.~~

15 *SEC. 32.* Section 1813 of the Probate Code is amended to read:

16 1813. (a) (1) The spouse of a proposed conservatee may not  
17 petition for the appointment of a conservator for a spouse or be  
18 appointed as conservator of the person or estate of the proposed  
19 conservatee unless the petitioner alleges in the petition for  
20 appointment as conservator, and the court finds, that the spouse is  
21 not a party to any action or proceeding against the proposed  
22 conservatee for legal separation of the parties, dissolution of  
23 marriage, or adjudication of nullity of their marriage. However, if  
24 the court finds by clear and convincing evidence that the  
25 appointment of the spouse, who is a party to an action or  
26 proceeding against the proposed conservatee for legal separation  
27 of the parties, dissolution of marriage, or adjudication of nullity  
28 of their marriage, or has obtained a judgment in any of these  
29 proceedings, is in the best interests of the proposed conservatee,  
30 the court may appoint the spouse.

31 (2) Prior to making this appointment, the court shall appoint  
32 counsel to consult with and advise the conservatee, and to report  
33 to the court his or her findings concerning the suitability of  
34 appointing the spouse as conservator.

35 (b) The spouse of a conservatee shall disclose to the conservator,  
36 or if the spouse is the conservator, shall disclose to the court, the  
37 filing of any action or proceeding against the conservatee for legal  
38 separation of the parties, dissolution of marriage, or adjudication  
39 of nullity of the marriage, within 10 days of the filing of the action  
40 or proceeding by filing a notice with the court and serving the

1 notice according to the notice procedures under this title. The court  
2 may, upon receipt of the notice, set the matter for hearing on an  
3 order to show cause why the appointment of the spouse as  
4 conservator, if the spouse is the conservator, should not be  
5 terminated and a new conservator appointed by the court.

6 ~~SEC. 32.~~

7 *SEC. 33.* Section 2356.5 of the Probate Code is amended to  
8 read:

9 2356.5. (a) The Legislature hereby finds and declares:

10 (1) That people with dementia, as defined in the last published  
11 edition of the “Diagnostic and Statistical Manual of Mental  
12 Disorders,” should have a conservatorship to serve their unique  
13 and special needs.

14 (2) That, by adding powers to the probate conservatorship for  
15 people with dementia, their unique and special needs can be met.  
16 This will reduce costs to the conservatee and the family of the  
17 conservatee, reduce costly administration by state and county  
18 government, and safeguard the basic dignity and rights of the  
19 conservatee.

20 (3) That it is the intent of the Legislature to recognize that the  
21 administration of psychotropic medications has been, and can be,  
22 abused by caregivers and, therefore, granting powers to a  
23 conservator to authorize these medications for the treatment of  
24 dementia requires the protections specified in this section.

25 (b) Notwithstanding any other law, a conservator may authorize  
26 the placement of a conservatee in a secured perimeter residential  
27 care facility for the elderly operated pursuant to Section 1569.698  
28 of the Health and Safety Code, and which has a care plan that  
29 meets the requirements of Section 87705 of Title 22 of the  
30 California Code of Regulations, upon a court’s finding, by clear  
31 and convincing evidence, of all of the following:

32 (1) The conservatee has dementia, as defined in the last  
33 published edition of the “Diagnostic and Statistical Manual of  
34 Mental Disorders.”

35 (2) The conservatee lacks the capacity to give informed consent  
36 to this placement and has at least one mental function deficit  
37 pursuant to subdivision (a) of Section 811, and this deficit  
38 significantly impairs the person’s ability to understand and  
39 appreciate the consequences of his or her actions pursuant to  
40 subdivision (b) of Section 811.

1 (3) The conservatee needs or would benefit from a restricted  
2 and secure environment, as demonstrated by evidence presented  
3 by the physician or psychologist referred to in paragraph (3) of  
4 subdivision (f).

5 (4) The court finds that the proposed placement in a locked  
6 facility is the least restrictive placement appropriate to the needs  
7 of the conservatee.

8 (c) Notwithstanding any other law, a conservator of a person  
9 may authorize the administration of medications appropriate for  
10 the care and treatment of dementia, upon a court's finding, by clear  
11 and convincing evidence, of all of the following:

12 (1) The conservatee has dementia, as defined in the last  
13 published edition of the "Diagnostic and Statistical Manual of  
14 Mental Disorders."

15 (2) The conservatee lacks the capacity to give informed consent  
16 to the administration of medications appropriate to the care of  
17 dementia, and has at least one mental function deficit pursuant to  
18 subdivision (a) of Section 811, and this deficit or deficits  
19 significantly impairs the person's ability to understand and  
20 appreciate the consequences of his or her actions pursuant to  
21 subdivision (b) of Section 811.

22 (3) The conservatee needs or would benefit from appropriate  
23 medication as demonstrated by evidence presented by the physician  
24 or psychologist referred to in paragraph (3) of subdivision (f).

25 (d) Pursuant to subdivision (b) of Section 2355, in the case of  
26 a person who is an adherent of a religion whose tenets and practices  
27 call for a reliance on prayer alone for healing, the treatment  
28 required by the conservator under subdivision (c) shall be by an  
29 accredited practitioner of that religion in lieu of the administration  
30 of medications.

31 (e) A conservatee who is to be placed in a facility pursuant to  
32 this section shall not be placed in a mental health rehabilitation  
33 center as described in Section 5675 of the Welfare and Institutions  
34 Code, or in an institution for mental disease as described in Section  
35 5900 of the Welfare and Institutions Code.

36 (f) A petition for authority to act under this section shall be  
37 governed by Section 2357, except:

38 (1) The conservatee shall be represented by an attorney pursuant  
39 to Chapter 4 (commencing with Section 1470) of Part 1.

1 (2) The conservatee shall be produced at the hearing, unless  
2 excused pursuant to Section 1893.

3 (3) The petition shall be supported by a declaration of a licensed  
4 physician, or a licensed psychologist within the scope of his or her  
5 licensure, regarding each of the findings required to be made under  
6 this section for any power requested, except that the psychologist  
7 has at least two years of experience in diagnosing dementia.

8 (4) The petition may be filed by any of the persons designated  
9 in Section 1891.

10 (g) The court investigator shall annually investigate and report  
11 to the court every two years pursuant to Sections 1850 and 1851  
12 if the conservator is authorized to act under this section. In addition  
13 to the other matters provided in Section 1851, the conservatee shall  
14 be specifically advised by the investigator that the conservatee has  
15 the right to object to the conservator's powers granted under this  
16 section, and the report shall also include whether powers granted  
17 under this section are warranted. If the conservatee objects to the  
18 conservator's powers granted under this section, or the investigator  
19 determines that some change in the powers granted under this  
20 section is warranted, the court shall provide a copy of the report  
21 to the attorney of record for the conservatee. If no attorney has  
22 been appointed for the conservatee, one shall be appointed pursuant  
23 to Chapter 4 (commencing with Section 1470) of Part 1. The  
24 attorney shall, within 30 days after receiving this report, do one  
25 of the following:

26 (1) File a petition with the court regarding the status of the  
27 conservatee.

28 (2) File a written report with the court stating that the attorney  
29 has met with the conservatee and determined that the petition  
30 would be inappropriate.

31 (h) A petition to terminate authority granted under this section  
32 shall be governed by Section 2359.

33 (i) Nothing in this section shall be construed to affect a  
34 conservatorship of the estate of a person who has dementia.

35 (j) Nothing in this section shall affect the laws that would  
36 otherwise apply in emergency situations.

37 (k) Nothing in this section shall affect current law regarding the  
38 power of a probate court to fix the residence of a conservatee or  
39 to authorize medical treatment for any conservatee who has not  
40 been determined to have dementia.

1     ~~SEC. 33.~~

2     *SEC. 34.* Section 6401 of the Probate Code is amended to read:

3     6401. (a) As to community property, the intestate share of the  
4 surviving spouse is the one-half of the community property that  
5 belongs to the decedent under Section 100.

6     (b) As to quasi-community property, the intestate share of the  
7 surviving spouse is the one-half of the quasi-community property  
8 that belongs to the decedent under Section 101.

9     (c) As to separate property, the intestate share of the surviving  
10 spouse is as follows:

11     (1) The entire intestate estate if the decedent did not leave any  
12 surviving issue, parent, brother, sister, or issue of a deceased  
13 brother or sister.

14     (2) One-half of the intestate estate in the following cases:

15     (A) Where the decedent leaves only one child or the issue of  
16 one deceased child.

17     (B) Where the decedent leaves no issue, but leaves a parent or  
18 parents or their issue or the issue of either of them.

19     (3) One-third of the intestate estate in the following cases:

20     (A) Where the decedent leaves more than one child.

21     (B) Where the decedent leaves one child and the issue of one  
22 or more deceased children.

23     (C) Where the decedent leaves issue of two or more deceased  
24 children.

25     ~~SEC. 34.~~

26     *SEC. 35.* Section 21189.2 of the Public Resources Code is  
27 amended to read:

28     21189.2. The Judicial Council shall report to the Legislature  
29 on or before January 1, 2017, on the effects of this chapter on the  
30 administration of justice.

31     ~~SEC. 35.~~

32     *SEC. 36.* Chapter 4.2 (commencing with Section 10830) of  
33 Part 2 of Division 9 of the Welfare and Institutions Code is  
34 repealed.

35     ~~SEC. 36.~~

36     *SEC. 37.* No reimbursement is required by this act pursuant to  
37 Section 6 of Article XIII B of the California Constitution because  
38 a local agency or school district has the authority to levy service  
39 charges, fees, or assessments sufficient to pay for the program or

1 level of service mandated by this act, within the meaning of Section  
2 17556 of the Government Code.

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4

5 **CORRECTIONS:**

6 **Text—Pages 37, 45, 46, 47, 53, 54, and 55.**

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